

**GOVERNMENT FINANCE OFFICERS ASSOCIATION OF TEXAS**  
**20210 - 20221 SERVICES AGREEMENT**

This agreement is entered into on the day below written by and between the **Texas Municipal League**, hereinafter referred to as "TML", and the GOVERNMENT FINANCE OFFICERS ASSOCIATION OF TEXAS hereinafter referred to as "Affiliate."

- I. Base Services to be Provided. TML will provide the services listed under this Section to the Affiliate at a cost to Affiliate of \$15 per Affiliate member per year:
- A. Review Affiliate constitution/bylaws to ensure compatibility with TML's constitution.
  - B. Assemble and maintain Affiliate membership records.
  - C. Design draft versions of Affiliate membership certificates, awards, or recognition plaques.
  - D. Design, conduct, and analyze a membership interest survey, upon request.
  - E. Conduct the membership dues billing process to include: (1) an initial billing; (2) a reminder mailing after 45 days; (3) and where applicable, a membership suspension letter following Board approval.
  - F. Assist in the formulation of membership recruitment strategies.
  - G. Assist in the development of prospective membership records and maintain such records.
  - H. Design draft versions of appropriate membership recruitment literature including a cover memorandum, membership services information, and an application form.
  - I. Conduct one membership recruitment mailing or emailing annually upon request, with appropriate membership promotional literature.
  - J. With regard to new Affiliate members, email and/or mail a membership application acknowledgment to the prospective new member and email and/or mail a copy of such acknowledgment to the appropriate Affiliate Board member. Email and/or mail a membership notification letter and a membership packet to the new member after the membership has been approved by the Affiliate Board.
  - K. Act as depository for pertinent Affiliate records. (Texas State Board of Public Accountancy sponsor certification, Board Minutes, Constitution & Bylaws, Event history, etc.) Affiliate must provide documents for storage.
- II. Financial Services to be Provided. TML will provide the financial services listed under this Section to the Affiliate at an annual cost to GFOAT of 1% of the Fund Balance as recorded on November 30, ~~2019~~2020. For GFOAT this is ~~\$3,573,683,415.16~~ annually given a balance of ~~\$357,368,033~~41,515.80.
- A. Provide the appropriate Affiliate officers with a monthly financial statement to include a balance sheet and line item comparison of actual revenues and expenditures to budgeted revenues and expenditures.
  - B. Assist the Affiliate Board with the development of its annual budget and service plan.

- C. Arrange for an annual review of Affiliate financial transactions. If an audit is preferred or required by constitution, TML will obtain a cost estimate from its auditor for the Affiliate's approval.
  - D. Manage Affiliate funds to ensure timely and accurate receipt of revenues, payment of expenses, and maximum investment earnings.
  - E. Assist in the preparation and filing of Affiliate tax returns.
- III. Additional Services to be Provided. TML will provide the following additional services to Affiliate at the following cost to Affiliate.

**PROJECT A**

**GFOAT Fall Conference**

This seminar will be developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project A, the Affiliate will reimburse TML \$~~16,692~~18,018 for this event, plus direct conference expenses such as postage, food and beverage expenses, and staff travel expenses. (~~428~~462 hours at \$39 per hour)

**PROJECT B**

**GFOAT Spring Institute**

This seminar will be developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project B, the Affiliate will reimburse TML \$~~16,692~~18,018 for this event, plus direct conference expenses such as postage, food and beverage expenses, and staff travel expenses. (~~428~~462 hours at \$39 per hour)

**PROJECT C**

**GFOAT Spring Institute Post-Conference**

This one-day seminar will be developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project C, the Affiliate will reimburse TML \$1,755 for ~~this~~eaeh event, plus direct conference expenses such as postage and staff travel expenses. (45 hours at \$39 per hour)

**PROJECT D**

**GFOAT Fall Pre-Conference**

This one-day seminar will be developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project D, the Affiliate will reimburse TML \$1,755 for ~~this~~eaeh event, plus direct conference expenses such as postage and staff travel expenses. (45 hours at \$39 per hour)

**PROJECT E**

**Governmental Accounting Academy**

This three-day academy will be developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project E, the Affiliate will reimburse TML \$2,613 for each event, plus direct conference expenses such as postage and staff travel expenses. (67 hours at \$39 per hour)

**PROJECT F**

**Webinars**

These monthly webinars are developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project F, the Affiliate will reimburse TML \$2,106 for 12 events, plus direct conference expenses. (12 at 4.5 hours at \$39 per hour)

## **PROJECT G**

### **On-Demand Budget Training**

This On-Demand Budget Training is developed in cooperation with the League and the Affiliate.

Compensation: In consideration for serving as a facilitator for Project G, the Affiliate will reimburse TML \$1,560 for the training, plus direct expenses. (40 hours at \$39 per hour)

## **PROJECT H**

### **Website Services**

Information updates and maintenance associated with GFOAT's website will be provided by the League.

Compensation: In consideration for servicing Project FH, the Affiliate will reimburse TML \$~~2,964~~3,510 annually. (~~76~~90 hours at \$39 per hour)

## **PROJECT GI**

### **Board Meetings**

TML will annually coordinate four GFOAT Board meetings, including assembling ~~and emailing~~ agenda materials and arranging and coordinating meeting logistics.

Compensation: In consideration for Project GI, the Affiliate will reimburse TML for estimated costs of \$4,680 annually, plus actual staff travel expenses. This amount is calculated upon the preparation for and attendance at four Board meetings. (4 meetings at 30~~120~~ hours each at \$39 per hour)

## **PROJECT HJ**

### **Committee Meetings**

TML will annually coordinate the activities of GFOAT's standing committees, including assembling ~~and emailing~~ agenda materials and arranging and coordinating~~handling~~ meeting logistics.

Compensation: In consideration for Project HJ, the Affiliate will reimburse TML for costs of \$3,276 annually, plus actual staff travel expenses. (84 hours at \$39 per hour)

## **PROJECT IK**

### **Board/Committee Conference Call Meetings**

TML will annually coordinate conference calls for the GFOAT board and committees.

Compensation: In consideration for Project IK, the Affiliate will reimburse TML for costs of \$~~2,808~~936. This amount is calculated upon the preparation and participation in ~~24~~six committee conference calls. (~~24 meetings a 3~~12-24 hours each at \$39 per hour)

## **PROJECT JL**

### **Member Inquiries**

TML will respond to inquiries from GFOAT membership on a variety of GFOAT Board-approved, member-related projects and services.

Compensation: In consideration for Project JL, the Affiliate will reimburse TML for costs of \$4,680 annually. (120 hours at \$39 per hour)

**PROJECT KM**

**Online Directory Maintenance**

TML will maintain GFOAT's online directory.

Compensation: In consideration for Project KM, the Affiliate will reimburse TML for estimated maintenance costs of \$~~663975~~. (~~1725~~ hours at \$39 per hour)

**PROJECT LN**

**List Serve**

TML will monitor and maintain a List Serve for GFOAT members to communicate on a variety of member-initiated topics.

Compensation: In consideration for Project MN, Affiliate will reimburse TML for estimated costs of \$~~1,248624~~ annually, plus the cost of the list serve program/software. (~~4632~~ hours at \$39 per hour)-

**PROJECT MO**

**CGFO Program**

TML will administer the CGFO Program.

Compensation: In consideration for Project MO, the Affiliate will reimburse TML for costs of \$~~10,14012,948~~, plus any- software expenses. (~~260-332~~ hours at \$39 per hour)

**PROJECT NP**

**Sponsorship Program**

TML will provide administrative support to the GFOAT sponsorship program.

Compensation: In consideration for Project NP, the Affiliate will reimburse TML for costs of \$~~3,4323,822~~ annually. (~~88-98~~ hours at \$39 per hour)

**Project OQ**

**State Board of Public Accountancy Reporting**

TML will maintain GFOAT's training certification with the State Board of Public Accountancy.

Compensation: In consideration for Project OQ, the Affiliate will reimburse TML for costs of \$936 annually. (24 hours at \$39 per hour)

**PROJECT PR**

**Graphics and Videography Services**

Affiliate will reimburse TML separately for graphics and videography services associated with a project.

- IV. Terms of Agreement. The programs and activities identified in this Agreement are activities for which TML will indemnify GFOAT for liability arising out of errors, omissions, or other actions by GFOAT at or during such activities and programs. For any programs or activities performed or provided by GFOAT which are not set forth in this agreement or which are excluded from coverage under the coverage provided to TML as a member of the self-insurance pool known as the Texas Municipal League Intergovernmental Risk Pool, TML does not indemnify GFOAT and GFOAT agrees to indemnify TML for any such errors, omissions, or other actions.

This agreement will be in full force and effect until June 30, 202~~2~~<sup>4</sup>. On June 30, 202~~2~~<sup>4</sup>, and on June 30th of each year thereafter, this agreement will be automatically renewed for a term of one year. However, this agreement may be terminated by either TML or Affiliate on June 30th of any year, beginning with June 30, 202~~2~~<sup>4</sup> provided written notice of such termination is received by the other party on or before March 1st of that year.

In the event of termination, all expenses incurred by TML for the provision of services relative to and as authorized by this agreement shall be paid by Affiliate. No expenses shall be incurred by TML on behalf of Affiliate after TML receives written notice to terminate this agreement.

V. Required Changes to this Agreement.

This agreement shall be amended, upon 30 days written notice, to conform the agreement to any policy adopted or amended by the TML board or membership.

VI. Notice of Changes/Termination. A written notice of any changes or termination provided under the provisions of Section IV of this agreement shall be sent certified mail, return receipt requested. Such notice shall be deemed to have been received when the receiving party signs the return receipt. Notices must be addressed to the respective, current contact persons. Presently, these persons and their addresses are:

**GFOAT**

~~Sandra Mattiek~~[Keith H. Dagen](#)  
Director of Finance  
City of ~~Boerne~~[Richardson](#)  
PO Box ~~830309~~[1677](#)  
~~Boerne~~[Richardson](#), TX ~~75083-~~  
~~030978006~~-[6677](#)

**TML**

Lavern Gaines  
Affiliate Association Manager  
Texas Municipal League  
1821 Rutherford Lane, Suite 400  
Austin, TX 78754-~~5101~~

VII. Additional Work Projects. Other activities that fall outside of the programs and activities identified in this Agreement may be performed, after approval by GFOAT, at a rate of \$39 per hour. TML will provide GFOAT an estimate of hours for the new programs and/or activities and an estimate of the costs to perform the new program and/or activities.

VIII. Miscellaneous Provisions

A. TML and Affiliate shall each designate a primary contact person for communications related to matters addressed in this agreement. It is understood that TML's primary contact person will enlist the support of other TML staff members to assist with the implementation of activities in this agreement. TML's primary contact person for Affiliate is Lavern Gaines, Affiliate Association Manager, Affiliate Services Department. The Affiliate's primary contact person is the current Affiliate President or the Affiliate President's designee. Either party may change contact persons by providing the other party with written notice in compliance with Section VI. Notwithstanding any other provision in this Agreement, TML reserves sole authority to decide whether it is appropriate for a TML employee to attend any Affiliate function of any type.

- B. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties under this agreement are performable in Travis County, Texas.
- C. If any one or more provisions of this agreement shall be held invalid, illegal, or unenforceable, the other provisions shall not be affected.
- D. TML has allocated resources to provide the services outlined in this agreement. Therefore, following this agreement's execution, TML shall be paid the full amount detailed in this agreement, regardless of the Affiliate's decision to undertake or not undertake all the activities included in this Agreement. The Affiliate has the latitude to make any adjustments within projects and project line items it deems necessary. If any adjustments are made to the projects in this Agreement, the Affiliate shall immediately notify TML's primary contact person.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021~~0~~.

By: ~~Sandra Mattiek~~Keith H. Dagen, Affiliate President

By: Bennett Sandlin, Executive Director