



Florida Government Finance Officers Association, Inc
Meeting of the Board of Directors
Friday, March 12, 2021

Microsoft Teams
2:30 p.m.

ATTENDANCE - FGFOA BOARD MEETING

March 12, 2021

NOT
PRESENT

PRESENT

OFFICERS

Jamie Roberson
Shannon Ramsey-Chessman
Jonathan McKinney

DIRECTORS

1st Term

2nd Term

3rd Term

Melissa Burns 2019-2022
Bryan Cahen 2020-2023
Rip Colvin 2016-2019
Frank DiPaolo 2017-2020
Nicole Gasparri 2015-2018
Olga Rabel 2020-2023
William Spinelli 2018-2021
Kelly Strickland 2018-2021

IMMEDIATE PAST PRESIDENT

Ken Burke

COMMITTEE CHAIRS

Matt Misco, Certification
Sharon Almeida, Conference Host
Nicole Jovanovski, Conference Program
Rebecca Schnirman, Education & Webinar
Stephen Timberlake, Legislative
Lorrie Simmons, Member & Leadership Development
Mark Parks, 2020 SOGF
Ryan Bernal, Technical Resources

CHAPTER PRESIDENTS

Dionte Gavin, Big Bend
Nanette Melo, Central Florida
Anthony Cobb, Florida First Coast
Justin Grant, Gulf Coast
Karen Keith, Hillsborough
Jackie Cooper, Nature Coast
Melissa Licourt, North Central Florida
Mark Parks, Palm Beach
Shandra Jenkins, Panhandle
Ken Sinclair, South Florida
Kristin Simeone, Southwest
Jeffrey Towne, Space Coast
Jennifer Hill, Treasure Coast
Patricia Bliss, Volusia/Flagler

OTHERS IN ATTENDANCE

Paul Shamoun, Florida League of Cities
Jill Walker, Florida League of Cities
Karen Pastula, Florida League of Cities



FGFOA BOARD OF DIRECTORS MEETING AGENDA

**DATE/TIME: Friday, March 12, 2021
 2:30 PM
 Via Microsoft Teams Virtual Meeting**

- I. Call to Order – Jamie Roberson, President**
- II. Roll Call**
- III. Report of Officers**
 - A. President – Jamie Roberson**
 - B. President Elect – Shannon Ramsey-Chessman**
 - C. Secretary Treasurer – Jonathan McKinney**
 - D. Executive Director – Paul Shamoun**
 - 1. 2021 Annual Conference Pre-Conference Pricing
 - 2. 2021 Annual Conference Budget Amendment
 - 3. 2025 Annual Conference Diplomat Contract
 - 4. 2020 Audit
- IV. Other Business**
- V. Next Meeting – Date and Location TBD**



Florida Government Finance Officers Association, Inc.
Board of Directors – Executive Director
2020-2021

Agenda Item

2020-2021
BOARD OF DIRECTORS

OFFICERS

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Jamie Roberson

President-Elect
Shannon Ramsey-Chessman

Secretary/Treasurer
Jonathan McKinney

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Bryan Cahen

Rip Colvin

Frank DiPaolo

Nicole Gasparri

Olga Rabel

William Spinelli

Kelly Strickland

Meeting Date: March 12, 2021

Title of Item: 2021 Annual Conference Pre-Conference Pricing

Executive Summary, Explanation or Background Information on Request:

The proposed 2021 Annual Conference Pre-Conference fees will be as follows:

Active Members	\$100.00
Associate Members	\$125.00
Non-Members	\$150.00

Recommended Action:

Approval of revised 2021 Annual Conference Pre-Conference Pricing

Paul Shamoun

March 4, 2021

Date



Florida Government Finance Officers Association, Inc.
Board of Directors – Executive Director
2020-2021

Agenda Item

2020-2021
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Meeting Date: March 12, 2021

Title of Item: 2021 Annual Conference Budget Amendment

Executive Summary, Explanation or Background Information on Request:

Staff is proposing a 2021 Annual Conference Budget Amendment to cover the cost of printing and shipping items to attendees. We propose to increase the postage budget from \$500 to \$2,500 and the printing budget from \$500 to \$2,500.

Recommended Action:

Approval of the proposed budget amendments.

Paul Shamoun

March 4, 2021

Date

FGFOA Budget

	2019-2020 <i>Approved Budget</i> <i>02/07/2020</i>	2019-2020 <i>Actual</i>	2020-2021 <i>Approved</i> <i>02/05/2021</i>	2020-2021 <i>Proposed</i> <i>03/12/2021</i>
REVENUES				
Membership Dues	\$150,000	\$145,870	\$150,000	\$150,000
Investment Income	\$4,000	\$4,388	\$4,000	\$4,000
Annual Conference	\$647,500	\$88,640	\$152,500	\$152,500
Boot Camps	\$52,800	\$46,640	\$52,800	\$52,800
School of Governmental Finance	\$79,105	\$98,644	\$54,750	\$54,750
Leadership FGFOA	\$19,900	\$0	\$0	\$0
Pre-Conference Seminar	\$27,000	\$0	\$15,000	\$15,000
CGFO Fees	\$45,000	\$26,510	\$36,000	\$36,000
On-Line Learning	\$3,300	\$0	\$3,300	\$3,300
Miscellaneous Income	\$0	\$4,153	\$0	\$0
TOTAL REVENUES	\$1,028,605	\$414,845	\$468,350	\$468,350
EXPENSES				
Training/ Education				
Conference Expenses	\$634,900	\$24,224	\$36,500	\$40,500
Boot Camps	\$41,200	\$23,045	\$41,200	\$41,200
School of Governmental Finance	\$81,100	\$51,348	\$9,750	\$9,750
Leadership FGFOA	\$60,950	\$1,390	\$0	\$0
Pre-Conference Seminar	\$25,000	\$0	\$12,000	\$12,000
CGFO Expenses	\$63,000	\$56,511	\$16,500	\$16,500
NASBA Fees	\$1,000	\$1,259	\$3,000	\$3,000
On-Line Learning	\$2,500	\$0	\$2,500	\$2,500
Local Chapter Support	\$4,000	\$2,682	\$8,000	\$8,000
Total - Training/ Education Expenses	\$913,650	\$160,459	\$129,450	\$133,450
Standing Committees:				
Standing Committee Meetings	\$1,000	\$912	\$7,000	\$7,000
All Committee Mtgs @ Conference	\$7,000	\$0	\$7,000	\$7,000
Total - Standing Committees	\$8,000	\$912	\$14,000	\$14,000
Communication to Members				
Internet Homepage	\$0	\$0	\$0	\$0
Postage & Mailing	\$500	\$538	\$500	\$500
Printing & Duplicating	\$1,500	\$2,714	\$2,000	\$2,000
Total Communication to members	\$2,000	\$3,252	\$2,500	\$2,500
Professional Services:				
Administrator	\$117,300	\$117,300	\$125,000	\$125,000
Auditor Fees	\$9,500	\$9,765	\$10,250	\$10,250
Total - Professional Services	\$126,800	\$127,065	\$135,250	\$135,250
Meeting Expenses:				
GFOA Reception	\$5,500	\$0	\$5,500	\$5,500
Board of Directors	\$29,000	\$23,869	\$29,000	\$29,000
Strategic Planning	\$3,500	\$0	\$3,500	\$3,500
GFOA Conference	\$5,500	\$580	\$5,500	\$5,500
Total Meeting Expenses	\$43,500	\$24,449	\$43,500	\$43,500
Administrative Expenses:				
Insurance Expense	\$5,000	\$4,814	\$5,000	\$5,000
List Serve - ongoing fees	\$3,000	\$2,543	\$3,000	\$3,000
Filings & Registrations	\$100	\$92	\$100	\$100
Staff Travel	\$3,500	\$1,602	\$3,500	\$3,500
Miscellaneous Expense	\$3,500	\$2,101	\$3,500	\$3,500
Depreciation	\$200	\$127	\$200	\$200
Credit Card Terminal	\$30,000	\$24,394	\$25,000	\$25,000
Total - Administrative Expenses	\$45,300	\$35,673	\$40,300	\$40,300
TOTAL EXPENSES	\$1,139,250	\$351,810	\$365,000	\$369,000
Increase (Decrease) in Net Assets	(\$110,645)	\$63,035	\$103,350	\$99,350
Net Assets-Beginning of Period	\$342,760	\$342,760	\$405,795	\$405,795
Net Assets-End of Period	\$232,115	\$405,795	\$509,145	\$505,145

**2021 Annual Conference Budget
Virtual**

	2019 Actual Budget	2020 Approved Budget	2020 Actual Budget	Approved 2021 Virtual Budget	Proposed 2021 Virtual Budget
<u>REVENUES</u>					
<u>REGISTRATIONS</u>					
Member Registrations	\$278,200	\$295,000	\$61,200	\$120,000	\$120,000
Member Late Registrations	\$12,410	\$9,000			
Associate Registrations	\$44,660	\$44,000	\$6,000	\$10,000	\$10,000
Associate Late Registrations	\$5,100	\$4,000			
Non-Member Registrations	\$23,585	\$15,000	\$5,600	\$7,500	\$7,500
Non-Member Late Registrations	\$4,850	\$1,000			
TOTAL REGISTRATIONS	\$368,805	\$368,000	\$72,800	\$137,500	\$137,500
<u>OTHER REVENUES</u>					
Exhibitor Fees *	\$210,425	\$195,000			
Tuesday Night Event Ticket	\$0	\$0			
Extra Tickets All Events	\$2,705	\$2,000			
Golf	\$4,000	\$6,000			
Hotel Commissions (1)	\$65,710	\$53,000			
Cancellation Fees	\$1,320	\$1,000			
Ethics Income	\$18,130	\$10,000	\$15,840	\$15,000	\$15,000
Convention & Visitors Bureau	\$10,000	\$0			
Room Credits (2)	\$16,035	\$12,500			
TOTAL OTHER REVENUE	\$328,325	\$279,500	\$15,840	\$15,000	\$15,000
TOTAL REVENUES	\$697,130	\$647,500	\$88,640	\$152,500	\$152,500
<u>EXPENSES</u>					
<u>INSTRUCTIONAL</u>					
Equipment Rental	\$36,396	\$40,000			
Speaker's per diem/honorarium	\$12,869	\$10,000		\$10,000	\$10,000
Refreshment Breaks	\$148,829	\$140,000			
Tuesday Business Luncheon	\$56,477	\$50,000			
Monday Lunch	\$19,114	\$22,000			
TOTAL INSTRUCTIONAL EXPENSE	\$273,685	\$262,000	\$0	\$10,000	\$10,000
<u>SPECIAL EVENTS</u>					
Golf Tournament	\$1,751	\$6,000			
Opening Ceremony	\$22	\$500			
Association Night Reception	\$48,776	\$20,000			
Ethics Course Expense	\$10,920	\$10,000	\$11,810	\$12,000	\$12,000
Tuesday Event	\$82,166	\$95,000			
Hospitality Food, Beverages & Supplies	\$30,728	\$35,000			
President's Reception	\$12,302	\$14,000			
Emerging Leaders Reception	\$5,964	\$5,000			
TOTAL SPECIAL EVENTS EXPENSE	\$192,629	\$185,500	\$11,810	\$12,000	\$12,000
<u>SPECIAL CONFERENCE EXPENSES</u>					
Room Rate By Down	\$64,438	\$81,900			
Host Committee	\$0	\$1,000			
Welcome Bags	\$4,743	\$5,000			
Speaker Gifts	\$2,453	\$3,500		\$2,000	\$2,000
Transportation & other	\$7,560	\$6,000			
TOTAL SPECIAL CONFERENCE EXPENSES	\$79,194	\$97,400	\$0	\$2,000	\$2,000
<u>REGISTRATION/MAILINGS</u>					
Postage	\$575	\$500		\$500	\$2,500
Printing/Duplicating	\$3,605	\$6,000	\$38	\$500	\$2,500
Office Supplies	\$893	\$2,000			
TOTAL REGISTRATION/MAILING EXPENSE	\$5,073	\$8,500	\$38	\$1,000	\$5,000
<u>EXHIBITOR</u>					
Security	\$6,335	\$2,500			
Service	\$28,995	\$20,000			
TOTAL EXHIBITOR EXPENSES	\$35,330	\$22,500	\$0	\$0	\$0
STAFF EXPENSES	\$16,073	\$12,000	\$0	\$0	\$0

**2021 Annual Conference Budget
Virtual**

	<i>2019 Actual Budget</i>	<i>2020 Approved Budget</i>	<i>2020 Actual Budget</i>	<i>Approved 2021 Virtual Budget</i>	<i>Proposed 2021 Virtual Budget</i>
<u>OTHER</u>					
Miscellaneous	\$6,044	\$5,000	\$3,268	\$3,500	\$3,500
Meeting Planner Services	\$32,430	\$30,000	\$6,710	\$8,000	\$8,000
Cancellation Insurance	\$2,406	\$2,000	\$2,398	\$0	\$0
High Speed Connections	\$11,750	\$10,000			
TOTAL OTHER EXPENSES	\$52,630	\$47,000	\$12,376	\$11,500	\$11,500
TOTAL EXPENSES	\$654,614	\$634,900	\$24,224	\$36,500	\$40,500
NET INCOME	\$42,516	\$12,600	\$64,416	\$116,000	\$112,000



Florida Government Finance Officers Association, Inc.

Board of Directors – Executive Director

2020-2021

Agenda Item

**2020-2021
BOARD OF DIRECTORS**

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Kelly Strickland

Meeting Date: March 12, 2021

Title of Item: 2025 Annual Conference Diplomat Contract

Executive Summary, Explanation or Background Information on Request:

Below are the proposed terms for the 2025 Annual Conference to be held at the Diplomat Hotel.

We'll receive a 7% commission from the hotel for each paid room; if we pick up the full block, we can expect a total commission of just over **\$43,500**. There is a commission of one per 50 rooms which should generate **\$12,000**. The Great Fort Lauderdale CVB has also agreed to match our original incentive from Palm Beach County of \$5 per paid room night. If we pick up the full block, we can expect just over **\$11,000** from this, which will be paid directly to the Diplomat and applied as a credit on our master account.

We are allowed a 20% attrition slippage on our total room block of 2,765. In addition to the room minimums, our food and beverage minimum is \$200,000.

Of course, we also have the protection of our force majeure clause which would cover us in the event of any significant travel or meeting size restrictions being in effect 45 days out from the conference dates.

Concessions

In addition to the commission and CVB rebate noted above, the hotel is offering the following concessions which are in line with what we received in 2019:

1 comp staff room

10 staff room nights at \$119/night

1 comp 2-BR presidential suite

1 per 50 comp rooms

Comp guest room internet

10% discount on banquet food & beverage

15% discount for guests at Point Royal, Monkitail, Playa, Counterpoint and Diplomat Prime

Special restaurant buffet breakfast pricing Sunday thru Wednesday of \$25++

Special restaurant buffet lunch pricing Sunday and Monday of \$30++

40Mbps of internet in meeting space Friday thru Wednesday at \$9,750++

20% discount on valet and self-parking



Florida Government Finance Officers Association, Inc.
Board of Directors – Executive Director
2020-2021

Meeting Space

We will have all of our usual meeting space, plus they agreed to give us Aizia -- the spot across the street at the Landing -- for our hospitality suite. We can also use this for the president's reception, though they have also blocked another intriguing option for this -- the executive lounge on the 33rd floor. This might be very nice -- it can accommodate up to 125 in rounds of 10, plus it has balconies off of both sides.

Recommended Action:

Approval contract as submitted.



Paul Shamoun

March 4, 2021

Date

GROUP SALES EVENT AGREEMENT

The DIPLOMAT

BEACH RESORT

**3555 South Ocean Drive
Hollywood FL 33019**

This **Group Sales Event Agreement** ("Agreement") is by and between **Florida Government Finance Officers Association, Inc.** ("Group" or "you" or "your(s)") and Diplomat Hotel Lessee LLC, ("Owner"), d/b/a The Diplomat Beach Resort (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Ms. Melanie G. Howe, CAE, CMP	Name of "Event":	FGFOA 2025 Annual Conference
Title:	Meeting Planner	Date(s) of Event:	June 12, 2025 – June 18, 2025
Company Name:	Florida Government Finance Officers Association, Inc.	Post to Reader Board As:	FGFOA 2025 Annual Conference
Address:	P.O. Box 10270 301 South Bronough Street Suite 300	Hotel Contact:	Ivette Rourke
City, State, Zip:	Tallahassee, FL 32301	Title:	Director, National Accounts
Phone:	+1 850 222-9684	Phone:	+1 954 602-8503
Email:	mhowe@flcities.com	Email:	lvette.rourke@diplomaresort.com

Room Block and Sleeping Room Rates

We are pleased to confirm the following negotiated meeting/convention rates:

Jun-25	RATE	Thu, 6/12/25	Fri, 6/13/25	Sat, 6/14/25	Sun, 6/15/25	Mon, 6/16/25	Tue, 6/17/25	TOTAL	REVENUE
Single/Double	\$229	0	150	350	775	750	600	2625	\$601,125
Staff Rooms	COMP	1	1	1	1	1	1	6	\$ - 0 -
Staff Rooms, Net	\$139	5	10	10	10	10	10	55	\$7,645
Diplomat Suite	\$229	5	10	10	10	10	10	55	\$12,595
Corner Suite	\$229	1	1	1	1	1	1	6	\$1,374
Corner Suite	COMP	2	2	2	2	2	2	12	\$ - 0 -
2 Bedroom Presidential Suite	COMP	1	1	1	1	1	1	6	\$ - 0 -
TOTAL		15	175	375	800	775	625	2,765	\$622,739

TOTAL SLEEPING ROOM NIGHTS RESERVED: 2,765

Additional person (in excess of 2 adults per room) is \$25.00 per person per night.

Sleeping room rates as noted in the "Room Block" above are **commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Quoted sleeping room rates will be offered to your attendees at Hotel's discretion and based on availability of contracted room type(s), **(3) three** days before and **(3) three** days after the above Event dates.

Group agrees to provide to Hotel information summarizing all events of a similar type to the one described in this Agreement that Group holds between the date this Agreement is signed and the date of the Event described in this Agreement, no later than 60 days after each event is completed. This information will be used by Hotel to assist Group and Hotel in planning for this Event.

Summary of Revenue Anticipated by Hotel from this Agreement

For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$ 622,739.00
Total Anticipated Food and Beverage Revenue: Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.	\$ 200,000.00
"Total Anticipated Revenue":	\$ 822,739.00

Option Dates

These arrangements are being held on a **first option basis** until **March 26, 2021** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **2** days, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **March 26, 2021** we may, at our sole option and with no notice required, release this first option, review our rates, or continue to hold the arrangements.

Taxes

In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is **7%**, and the hotel occupancy tax rate is **6%**. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Service Fees

In addition to the sleeping room rates set forth in this Agreement, service fees may apply. These service fees are subject to change without notice. Currently, the service fees are as follows:

Room Attendant: \$4.00 per room, per day, **this fee is at the individual guest's discretion.**

Porterage: The porterage for group arrival/departure is a mandatory porterage charge of \$6.50 in/ \$6.50 out per person (plus all applicable charges) will be assessed for group arrivals or departures to/from the Hotel, at time of check-in or departure, requiring luggage handling or requiring any form of transportation to/from convention center or main hotel entrance. The mandatory porterage charge is paid in its entirety to employees providing the porterage service. If needed and approved by meeting planner, this fee will be posted to the master account.

Resort Fees:

Group has **opted out** of paying the \$35.00 resort fee, therefore the amenities listed below **will not apply**, and the resort fee is not required and will not be automatically applied to the individual's guest room folio. However, individual attendees are able to purchase the \$35.00 resort fee and the included amenities at time of reservation or at check-in. If an attendee pays the resort fee, they will be fully responsible for this charge and will receive all of the amenities outlined below.

- 10% Discount at The Diplomat Spa + Wellness
- Complimentary Guestroom WiFi Access for up to 5 Devices **-will be Complimentary to Group**
- Complimentary Local & 800 Phone Calls
- Daily 1 Hour on All Non-Motorized Water Sports
- Four Beach Lounges per Day
- One Fitness Class per Day in our Brand New Core Fitness Training (CFT) Facility

Group shall be solely and fully responsible for informing Group's attendees of all applicable daily resort fees and service fees, as such fees are separate and distinct from the sleeping room rate and applicable taxes. Should any attendee object to paying for an automatic charge [such as a daily resort fee and taxes (if any) thereon, etc.] on the basis of inadequate notice of the fee, the fees to which such guest objects shall be posted to the Group's Master Account. The Hotel will endeavor to advise guests who make reservations directly with the Hotel of applicable daily resort fees and service fees.

Commission

We will pay a commission of 7% of the room rate (excluding any taxes, rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the negotiated convention/meeting rates contained in this Agreement. Commission will be paid to Florida Government Finance Officers Association ("Meeting Planner"), unless we receive confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. We will make no more than one commission payment of 7%, which we estimate will equal **\$43,591.73** if your entire Room Block is actualized at the minimum room rates. Payment will be made after receipt by the Hotel of full payment for the Event, but Hotel has no obligation to take any action to collect funds to be paid as commissions.

For the avoidance of doubt, no commission payments will be paid to the Meeting Planner for revenue received by Hotel from cancellation damages, no-show charges, discounted staff rooms, or sleeping room performance damages. If no third party meeting planner is used, commission will not be paid to the Group. **A miscoded room will be commissionable unless we have paid a commission to another entity, or unless the payment of a commission will cause the rate of the room to become less than the negotiated Group rates provided in the Agreement.**

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every **50** revenue room night actually utilized within your official Room Block by your Group. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. Group should provide a list of names in order of preference for complimentary room assignment. If you fill all of the rooms reserved in your Room Block, you will be entitled to **53** complimentary rooms, valued at a minimum of **\$12,137.00**.

Staff Rooms

We are pleased to reserve **55** room nights as part of your Room Block at the negotiated the minimum net single/double convention/meeting rate of **\$139.00** to be used by your convention staff. The regular rate for these rooms would be **\$229.00**, thus your savings are **\$4,950.00**.

Additional Concessions

In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on Group's achievement of **80%** or greater of the **Total Anticipated Sleeping Room Revenue** and **100%** of the **Total Anticipated Food and Beverage Revenue**. If the actual total sleeping room revenue and the actual total food and beverage revenue for your Event materializes at less than **80%** of the **Total Anticipated Sleeping Room Revenue** and **100%** of the **Total Anticipated Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any performance damages you may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise your assigned Event Manager no later than seven (7) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Concession values listed are not transferable and cannot be used as any type of credit towards the master account.

Staff Rooms:	One (1) Staff Room complimentary as outlined on room grid on page 1 Ten (10) Staff Rooms at the discounted rate of \$139.00 as outlined on room grid on page 1
Suites / Complimentary:	One (1) Two Bedroom Presidential Suite Complimentary as outlined on room grid on page 1 Two (2) Corner Suites Complimentary as outlined on room grid on page 1
Suite Upgrades / Discounted:	Ten (10) Diplomat Suites Upgrades at the special rate of \$229.00 as outlined on room grid on page 1 One (1) Corner Suite Upgrade at the special rate of \$229.00 as outlined on room grid on page 1
Resort Fee:	Client has opted out of Resort Fee – however – Guestroom internet will be complimentary
Banquet Food & Beverage Discount:	Hotel to honor a 10% discount on Food & Beverage prices, with prices guaranteed 12 months out - see below for details
Outlet Food & Beverage Discount:	Hotel will offer 15% discount in the following outlets: Lobby Bar, Point Royal, Monkital, Playa, Counterpoint and Diplomat Prime, discount will not apply to modified breakfast and lunch buffets. Discount will be received by showing the Group's Name Badge. Discount excludes alcohol. *Outlet names are subject to change.
Outlet Special Menu Pricing:	Hotel to offer a special buffet breakfast at \$25.00 exclusive of tax and service in an indoor seated restaurant from Sunday to Wednesday. Hotel to have two (2) indoor restaurants open for lunch on Sunday and Monday with a special buffet offering at \$30.00 exclusive of tax and service. Based on the number of guests guaranteed on contract. Attendee discount will not apply to these specialty menus.
Internet for Meeting Room:	Hotel to offer wireless internet access in all meeting space from Friday to Wednesday at a price not to exceed \$6,500 for 20MB or \$9,750 for 40 MB
Special Venue fees:	Waived special venue fees for Aizia and 33 rd floor executive lounge as outlined on schedule of events.
Risers / lecterns, easels:	Hotel to offer complimentary risers, lecterns, easels for signage, based on availability and access to house sound
ICW (In conjunction with):	Hotel to offer ICW banquet food and beverage (exclusive of tax and service) spend to count toward the groups Food & Beverage Minimum
Self / Valet- Parking Discount:	Hotel to offer a twenty percent (20%) discount on Self or Valet Parking on 2025 pricing
CVB Rebate Incentive:	The Greater Florida Lauderdale CVB has offered a \$5.00 rebate per actualized room night. The CVB will provide group a separate sponsorship agreement. CVB to provide hotel sponsorship payment to be applied to group's master account. Hotel cannot issue rebate credit until CVB has provided full payment.

Audio-Visual Discount - Hotel Managed (third party production): Hotel will offer a 10% discount off prevailing Encore published pricing if Encore is used for all applicable services. The 10% discount on standard audio visual items is contingent upon PSAV being the exclusive provider of audio visual services and the order confirmed 30 days prior to Group's arrival and is not applicable for onsite requests. All Discounts are for standard, daily rental equipment items only and excludes, labor, tax, rigging and electrical services.

Food & Beverage Discount: Hotel will extend a **10%** discount off year group is operating **2025** published banquet menu prices if Group confirms final menus no later than **30** days prior to arrival. The discount does not reduce Group's guaranteed expenditure of a minimum of **\$200,000.00** in banquet food and beverage, excluding taxes, gratuities and service charges **and the minimum must be met after the discount is applied.** If Group requests customized menus or other discounted food and beverage options for any/all events, the discount will not apply in addition to the special pricing. Discount does not apply to service charge or gratuity and will be charged based on published retail price. Requests for additional labor, sub-contracted equipment, décor, early/late or extended serve times will be the responsibility of the Group and will not be discounted. Retail value based on Total Anticipated Food and Beverage revenue of **\$200,000** is **\$20,000.00.**

Internet Discount: **Hotel Managed Network and Services (discounted for meeting space):** Hotel shall provide up to 20 Mbps at \$6,500 or 40Mbps for Internet (wired/wireless) for Group's occupied meeting and banquet space at the rate of \$9,750. Standard labor for activating wireless will be provided at prevailing rates. Hotel capabilities for Internet bandwidth are shared with all groups occupying meeting space and requirements for additional or dedicated bandwidth should be negotiated and communicated to the Hotel. Any requests/requirements that are beyond the Hotel's standard offering outlined in this paragraph above, including labor for extensive installations, VLAN configuration, running cables and on site tech support that will be considered "additional labor," and additional equipment exceeding Hotel inventory will be charged to Group at prevailing rates plus service charge and tax.

Cut-Off Date

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **May 12, 2025**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group **if you guarantee payment of such rooms to the Master Account.** If you have not guaranteed or prepaid such rooms, you agree that Hotel may release unused sleeping rooms held in your Room Block back into Hotel's general inventory. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your Event dates if rooms you paid for in advance were later paid for by your attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Check-In/Out Time

Check-In/Out Time: Our check-in time is **4:00 PM** and check-out time is **11:00 AM**. All guests arriving before **4:00 PM** will be accommodated as rooms become available. Hotel's Front Desk Agent can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (**currently, one night's room and tax**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation. This fee will not apply in the event of an early departure due to a city emergency.

Room Assignments

It is our understanding that attendees will be making reservations on their own.

Your assigned Event Manager will discuss your housing requirements with you to customize a solution that will provide the most effective method for your attendees to book their reservations and for your management of the Room Block powered by GroupMax™ housing technology. All published housing information on your website or registration materials must be reviewed by the Hotel to ensure rate, date, cut off and Hotel specific information is correct.

Guest Payment Arrangements

It is our understanding that all individuals who attend your Event will be responsible for their own room, tax and incidental charges upon check-out. Incidental charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. Please instruct your guests to check with the Hotel to make certain all incidental charges are paid prior to departure.

If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than (3) three days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation

To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event, along with a **first night's** deposit, **refundable up to (3) three** days in advance of your Event date. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit will be charged immediately. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will either be refunded by us to you within 30 days after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees or, at our election, credited to your Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Audit of Attendees

We are pleased to offer **G.R.I.P.**, Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the reserved Room Block. Your final report of consumed rooms will reflect all rooms associated with your Room Block.

If you request a comparison through G.R.I.P., you will need to electronically provide the first and last names of attendees registered for your Event to the Hotel. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing your list to the Hotel's guest registry, Hotel will advise you of the number of room nights occupied by your attendees reserved outside the official Room Block.

If you request Hotel to provide you with the names of the guests who reserved rooms outside of the official Room Block, you agree to sign an addendum relating to the release of the audit information for Group's Event and to fully defend, indemnify and hold Hotel and Hilton Worldwide, Inc. harmless from and against any and all claims, settlements, judgments, fees or costs, including attorney's fees and expert witness fees and costs, incurred as a result of any third party claim by any person or entity arising out of the release of information about a guest or guests to Group, as part of this comparison process.

Your assigned Event Manager will discuss how we can assist you in managing your attendees' booking behavior so that attendees will reserve rooms within the Room Block.

The revenue generated by those room nights booked outside of the reserved Room Block *will* be added to Group's revenue achieved for purposes of determining Group's obligations under the Sleeping Rooms Performance clause. Group will be given credit for rooms used by Group's attendees outside the Room Block at the rate actually paid for the rooms used providing the rate is equal to or greater than the negotiated group rate. Qualifying rooms reserved outside Group's Room Block will be counted in determining any complimentary room credit or staff room allotments.

Unavailability of Guestrooms

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, if an attendee with a confirmed reservation in your Room Block cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Function Space

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs (see **Schedule 1** labeled as "**Schedule of Events and Function Space Charges**"). Specific meeting rooms cannot be guaranteed and are subject to change. The Hotel's standard rental charges for the space held would be \$1.00 per square foot. Based on the Total Anticipated Sleeping Room Revenue and the Total Anticipated Food and Beverage Revenue as indicated in this Agreement and the other anticipated revenue that Hotel will realize from this Event, the function space for your program will be provided on a complimentary basis. Any additional function space added will be at current discounted rates.

You agree to confirm with us the assigned function space *before* printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available on the day of your Event (whether unavailable, for instance, due to emergency repairs or unscheduled maintenance), you agree that we may substitute space of appropriate size and comparable quality for your meeting or function.

Outdoor Events

- Hotel reserves the right to make the decision to move any outdoor function to the available indoor backup space if any of the following conditions exist: wind gusts in excess of 20 mph, temperatures below 60 degrees, and/or 30% or higher chance of precipitation in the area.
- You will be advised of all options for your function at a minimum of **five (5) hours** in advance of the function. The Hotel's decision is final.
- All outdoor catered event function space will be assessed a **per use** supplemental surcharge as outlined below. All entertainment for outdoor functions must end by 10:00 pm. (Resort guidelines apply for all outdoor events)

West Palm Court	\$750.00
South Palm Court	\$5,000.00
North Palm Court	\$750.00
Infinity Pool Deck EAST end	\$7,500.00

Portico	\$8,000.00
North Lagoon Pool	\$7,500.00
South Lagoon Pool	\$7,500.00
Add Playa Beachfront Restaurant to Lagoon Pool North or South	\$5,000.00
33 rd Floor Lounge	\$15,000.00
AiZia	\$8,000.00

Banquet Services

Group has agreed to hold the food and beverage events set forth in the attached Schedule of Events, or to provide **\$200,000.00** in total anticipated catered food and beverage revenue. The following mandatory timeline relates to final menus and program meal functions:

- Your Event Manager will contact you at least **thirty (30) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **thirty (30) days** prior to your major arrival day.
- If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.
- At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than **3%** above this guaranteed minimum.

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to **24%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently **17.25%**) is a **gratuity** and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently **6.75%**) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event. A service charge, currently 24% of the function space rental fee (plus all applicable taxes) will be added to the function space rental fee and is retained by Hotel to cover non-itemized costs of the event. The service charge is not a tip or gratuity for employees.

Master Accounts

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	On file from 2021 Cancellation	(\$1,500.00)

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

For payment of **Master Account charges** by credit card, you must provide the Hotel with your valid credit card information within 30 days of receipt of final bill. A member of the Hotel staff will contact you (or you can provide the applicable card during one of your site visits) so that you may verbally provide the valid credit card information of an authorized signatory. The credit card information will be stored and processed by the Hotel in a secured manner. At that time, the Hotel will charge the provided credit card according to the contracted payment schedule or an authorization hold will be placed on the initial credit card for the total Master Account charges for your event.

If you wish to make payment of Master Account charges in a different manner you must inform us in writing (email is acceptable). If you wish to provide an alternative credit card please contact the Accounting Department at 954-602-8563. All Hotel records related to your group's Master Account spend (including meeting room rental, audio/visual equipment, flipcharts, F&B functions, etc.) will, upon request, be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of your authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges. If any charges are disputed by your group in good faith, you agree to provide us with an itemized list of disputed charges within 3 business days of receiving your receipt (with the credit card settlement included).

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within three (3) business days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty

(30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

Impossibility

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; natural disasters such as floods, fires, earthquakes, explosions and severe weather events (such as tornadoes and hurricane warnings) in the hotel's location that, based on weather forecasts from the National Oceanic and Atmospheric Administration, pose a reasonable threat to a party's safety or to the safety of any location(s) material to a party's performance; government regulation, including, but not limited to, government (local, state or national) imposed restrictions on maximum meeting size where such restrictions would apply to Group's Event within 45 days of the scheduled Event dates or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control and Prevention that specifically advises travelers to avoid all non-essential travel to where the Hotel is located and which travel advisory is in effect within 45 days of the Event dates; terrorist attacks in the city in which Hotel is located; or declared war in the United States) any of which make it illegal or impossible or commercially impracticable for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

If the parties mutually agree that a valid Impossibility / force majeure event has occurred, and notwithstanding such fact, the parties mutually agree to proceed with the Event, then taking into account the nature of the unforeseen occurrence and its actual adverse effect on the Event, the parties agree to negotiate in good faith an amendment to the performance (attrition) clauses of this Agreement as may be necessary to reasonably accommodate both parties' interests.

If the Event is properly cancelled by you due to a valid Impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us in full, less any expenses we have incurred in preparation for the Event.

Performance and Cancellation Policies

Sleeping Room Performance Policy

The Total Sleeping Room Nights Reserved under this Agreement will generate **\$ 622,739.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek performance damages if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Sleeping Room Performance Policy; Option to Reduce Room Block: Group has the option to reduce Group's Room Block commitment without liability or cost to Group by up to **15%** of the original Total Sleeping Room Nights Reserved at any time up to **June 15, 2024**. Any such request for reduction must be made in writing and delivered to the Hotel (email is acceptable). If Group releases all or a portion of the maximum allowable reduction by the option date, the Total Anticipated Sleeping Room Revenue set forth in this provision will be reduced **by the actual value of the rooms released**. If Group does not exercise the option to reduce the Room Block by the option date, then the option is waived. All adjustments in the Room Block may result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by Hotel.

Food and Beverage Performance Policy

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **\$200,000.00** in banquet food and beverage, excluding taxes, gratuities and service charges ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales. Should you fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

For example, if the Total Anticipated Food and Beverage Revenue is contracted at \$100,000 and if the actual expenditure during the Event is \$90,000, then the food and beverage performance damages will equal \$10,000.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and December 31, 2021:	20% of anticipated room revenue only=	\$124,547.80
Cancellation between January 1, 2022 and December 31, 2022:	40% of anticipated room revenue only=	\$249,095.60
Cancellation between January 1, 2023 and December 31, 2023:	40% of total anticipated revenue=	\$329,095.60
Cancellation between January 1, 2024 and December 31, 2024:	60% of total anticipated revenue=	\$493,191.20
Cancellation between January 1, 2025 and date of arrival:	80% of total anticipated revenue=	\$658,191.20

Total Anticipated Rooms Revenue for this Event is **\$ 622,739.00**

Total Anticipated Food and Beverage Revenue for this Event is **\$ 200,000.00**

Total Anticipated Revenue for this Event is **\$ 822,739.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Indemnification

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Hotel or any related act or failure to act by Hotel including, but not limited to, the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance

You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton Worldwide's general liability insurance program, proof of Hotel's insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

Governing Law

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate.

Entire Agreement/Amendments/Changes

This Agreement, Exhibit A entitled "Standard Terms and Conditions" (attached hereto and incorporated herein by reference), Exhibit B entitled "Use of Exhibit Space" (attached hereto and incorporated herein by reference), and all other exhibits attached hereto (if any), upon signature by both parties below, together constitute the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by us for this Event and that your final guarantee of attendance may be made by phone.

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Florida Government Finance Officers Association, Inc.

By _____

Paul Shamoun, Executive Director

Date _____

HOTEL:

Diplomat Hotel Lessee LLC, d/b/a The Diplomat Beach Resort –
Curio Collection by Hilton
By Aimbridge Hospitality

By _____

Ivette Rourke, Director, National Accounts

Date _____

By _____

Steve Silverman, Director of Sales

Date _____

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

Based on your requirements, we have reserved meeting and function space as shown on the following schedule of events. Because of your anticipated guest room usage as indicated in this Contract, together with the guest room Attrition clause of this Contract, the indoor function space outlined, will be complimentary. Any additional meeting space will be provided based upon availability and at prevailing rental rates.

Special Venue fees have been waived for Aizia & Executive Club Lounge as outlined in the Schedule of Events below.

If access to Great Hall 3-6 or any of the individual sections become available prior to times listed on schedule of events on Friday, 6/13/25 for load-in, Hotel will advise group of earlier setup and provide access at no additional cost.

FGFOA 2025 Annual Conference

Date	Start Time	End Time	Description	Room	Setup	Exp
Thu, 06/12/25	12:00 PM	11:59 PM	Show Office	217 Conference Room	Office	
Fri, 06/13/25	8:00 AM	11:59 PM	Show Office	217 Conference Room	Office	
Fri, 06/13/25	8:00 AM	11:59 PM	Gift Bag Stuffing Room	218 Conference Room	Special Setup	
Fri, 06/13/25	8:00 AM	11:59 PM	Hospitality Room	Aizia	Reception	150
Fri, 06/13/25	12:00 PM	1:00 PM	Board of Directors Lunch	314 Conference Room	Existing Setup	25
Fri, 06/13/25	12:00 PM	4:00 PM	Board of Directors Meeting	314 Conference Room	Hollow Square/Theater	25
Fri, 06/13/25	4:00 PM	11:59 PM	Registration Desk	Great Hall Registration	Existing Setup	
Fri, 06/13/25	4:00 PM	11:59 PM	Decorator Move In	Great Hall 4,5&6	Exhibition - Booths	100
Fri, 06/13/25	6:00 PM	11:59 PM	Setup Continued	Great Hall 3	Exhibition - Booths	
Sat, 06/14/25	7:30 AM	8:30 AM	Continental Breakfast (Moveable)	Regency Ballroom 2	Round Tables of 10	150
Sat, 06/14/25	8:00 AM	5:00 PM	Pre-Conference Seminar (Moveable)	Regency Ballroom 1	Classroom	150
Sat, 06/14/25	8:00 AM	5:00 PM	Pre-Conference Seminar (Moveable)	Regency Ballroom 3	Classroom	150
Sat, 06/14/25	8:00 AM	5:30 PM	Exam Room	307 Conference Room	Classroom	60
Sat, 06/14/25	8:00 AM	5:30 PM	Education Session	314 Conference Room	Classroom	50
Sat, 06/14/25	8:00 AM	11:59 PM	Gift Bag Stuffing Room	218 Conference Room	Special Setup	
Sat, 06/14/25	8:00 AM	11:59 PM	Show Office	217 Conference Room	Office	
Sat, 06/14/25	8:00 AM	11:59 PM	Hospitality Room	Aizia	Reception	150
Sat, 06/14/25	8:00 AM	11:59 PM	Decorator Move In	Great Hall 3,4,5&6	Exhibition - Booths	100
Sat, 06/14/25	8:00 AM	11:59 PM	Registration Desk	Great Hall Registration	Existing Setup	
Sat, 06/14/25	11:30 AM	1:30 PM	Pre-Conference Seminar Lunch	Regency Ballroom 2	Round Tables of 10	200
Sat, 06/14/25	6:00 PM	10:00 PM	President's Reception	The Executive Club Lounge	Reception	100
Sun, 06/15/25	7:30 AM	12:30 PM	Possible Offsite Golf	Lower Lobby Departure		
Sun, 06/15/25	8:00 AM	11:59 PM	Registration Desk	Great Hall Registration	Existing Setup	
Sun, 06/15/25	8:00 AM	5:30 PM	Education Session	314 Conference Room	Classroom	50
Sun, 06/15/25	8:00 AM	11:59 PM	Show Office	217 Conference Room	Office	
Sun, 06/15/25	8:00 AM	11:59 PM	Gift Bag Stuffing Room	218 Conference Room	Special Setup	
Sun, 06/15/25	8:00 AM	11:59 PM	Speaker Ready Room	315 Conference Room	Special Setup	
Sun, 06/15/25	8:00 AM	11:59 PM	Hospitality Room	Aizia	Reception	150
Sun, 06/15/25	8:00 AM	11:59 PM	Exhibit Hall Hold	Great Hall 3,4,5&6		
Sun, 06/15/25	11:00 AM	4:30 PM	Exhibit Hall	Great Hall 3,4,5&6	Exhibition - Booths	100
Sun, 06/15/25	11:00 AM	5:00 PM	Educational Session	Regency Ballroom 2 & 3	Classroom	300

Sun, 06/15/25	12:00 PM	11:59 PM	Room Hold	Atlantic Ballroom 1&2		
Sun, 06/15/25	12:00 PM	11:59 PM	Room Hold	Regency Ballroom		
Sun, 06/15/25	12:00 PM	11:59 PM	Room Hold	Grand Ballroom		
Sun, 06/15/25	1:00 PM	5:00 PM	Educational Session	Atlantic Ballroom 1&2	Classroom	200
Sun, 06/15/25	1:00 PM	5:00 PM	Educational Session	Regency Ballroom 1	Classroom	150
Sun, 06/15/25	1:00 PM	5:00 PM	Educational Session	Grand Ballroom	Classroom	800
Sun, 06/15/25	5:30 PM	7:30 PM	Association Night Reception	Great Hall 3,4,5&6	Existing Setup	600
Mon, 06/16/25	7:00 AM	11:59 PM	Registration Desk	Great Hall Registration	Existing Setup	
Mon, 06/16/25	7:00 AM	11:59 PM	Registration Desk	Grand Registration	Existing Setup	
Mon, 06/16/25	7:00 AM	11:59 PM	Room Hold	Atlantic Ballroom 1&2		
Mon, 06/16/25	7:00 AM	11:59 PM	Room Hold	Regency Ballroom		
Mon, 06/16/25	7:00 AM	11:59 PM	Room Hold	Grand Ballroom		
Mon, 06/16/25	7:15 AM	8:00 AM	Continental Breakfast	Grand Foyer East & West	Buffet - Standing	600
Mon, 06/16/25	8:00 AM	5:30 PM	Educational Session	Grand Ballroom	Classroom	800
Mon, 06/16/25	8:00 AM	5:30 PM	Educational Session	Atlantic Ballroom 1&2	Classroom	200
Mon, 06/16/25	8:00 AM	5:30 PM	Educational Session	Regency Ballroom 1	Classroom	150
Mon, 06/16/25	8:00 AM	5:30 PM	Educational Session	Regency Ballroom 2 & 3	Classroom	300
Mon, 06/16/25	8:00 AM	11:59 PM	Speaker Ready Room	315 Conference Room	Special Setup	
Mon, 06/16/25	8:00 AM	11:59 PM	Gift Bag Stuffing Room	218 Conference Room	Special Setup	
Mon, 06/16/25	8:00 AM	11:59 PM	Show Office	217 Conference Room	Office	
Mon, 06/16/25	8:00 AM	11:59 PM	Hospitality Room	Aizia	Reception	150
Mon, 06/16/25	9:30 AM	4:00 PM	Exhibit Hall	Great Hall 3,4,5&6	Exhibition - Booths	100
Mon, 06/16/25	12:00 PM	12:30 PM	Committee Lunch	307 Conference Room	Buffet - Standing	150
Mon, 06/16/25	12:00 PM	1:30 PM	Exhibit Hall Cash Sale Lunch	Great Hall 3,4,5&6	Existing Setup	300
Mon, 06/16/25	12:15 PM	1:30 PM	Certification Committee	316 Conference Room	Conference/Boardroom	20
Mon, 06/16/25	12:15 PM	1:30 PM	Conference Program Committee	317 Conference Room	Conference/Boardroom	25
Mon, 06/16/25	12:15 PM	1:30 PM	Legislative Committee	319 Conference Room	Conference/Boardroom	16
Mon, 06/16/25	12:15 PM	1:30 PM	Membership Committee	320 Conference Room	Conference/Boardroom	20
Mon, 06/16/25	12:15 PM	1:30 PM	Education & Webinar Committee	311 Conference Room	Conference/Boardroom	16
Mon, 06/16/25	12:15 PM	1:30 PM	Conference Host Committee	312 Conference Room	Conference/Boardroom	25
Mon, 06/16/25	12:15 PM	1:30 PM	Technical Committee	313 Conference Room	Conference/Boardroom	20
Mon, 06/16/25	12:15 PM	1:30 PM	School Committee	314 Conference Room	Conference/Boardroom	25
Mon, 06/16/25	4:00 PM	6:00 PM	Meeting	320 Conference Room	Conference/Boardroom	20
Mon, 06/16/25	4:00 PM	10:00 PM	Exhibit Hall Teardown	Great Hall 3,4,5&6		
Tue, 06/17/25	7:00 AM	11:59 PM	Room Hold	Atlantic Ballroom 1&2		
Tue, 06/17/25	7:00 AM	11:59 PM	Room Hold	Regency Ballroom		
Tue, 06/17/25	7:00 AM	11:59 PM	Room Hold	Grand Ballroom		
Tue, 06/17/25	7:00 AM	8:00 AM	Women in Finance Breakfast	Atlantic Ballroom 3	Round Tables of 10	100
Tue, 06/17/25	7:00 AM	11:59 PM	Registration Desk	Grand Registration	Existing Setup	
Tue, 06/17/25	7:15 AM	8:00 AM	Continental Breakfast	Grand Foyer East & West	Buffet - Standing	600
Tue, 06/17/25	8:00 AM	5:30 PM	Educational Session	Grand Ballroom	Classroom	800
Tue, 06/17/25	8:00 AM	5:30 PM	Educational Session	Atlantic Ballroom 1&2	Classroom	200
Tue, 06/17/25	8:00 AM	5:30 PM	Educational Session	Regency Ballroom 2 & 3	Classroom	300
Tue, 06/17/25	8:00 AM	5:30 PM	Educational Session	Regency Ballroom 1	Classroom	150

Tue, 06/17/25	8:00 AM	11:59 PM	Speaker Ready Room	315 Conference Room	Special Setup	
Tue, 06/17/25	8:00 AM	11:59 PM	Show Office	217 Conference Room	Office	
Tue, 06/17/25	8:00 AM	11:59 PM	Hospitality Room	Aizia	Reception	150
Tue, 06/17/25	11:30 AM	2:00 PM	Business Luncheon	Great Hall 4,5 & 6	Round Tables of 10	600
Tue, 06/17/25	6:00 PM	9:30 PM	Reception/Dinner/Entertainment (Tentative- may go offsite)	Great Hall 4,5 & 6	Round Tables of 10	600
Wed, 06/18/25	7:00 AM	12:00 PM	Registration Desk	Grand Registration	Existing Setup	
Wed, 06/18/25	7:30 AM	8:30 AM	Continental Breakfast	Grand Foyer East & West	Buffet - Standing	600
Wed, 06/18/25	8:00 AM	12:00 PM	Educational Session	Grand Ballroom	Classroom	300
Wed, 06/18/25	8:00 AM	12:00 PM	Hospitality Room	Aizia	Reception	150
Wed, 06/18/25	8:00 AM	12:00 PM	Educational Session	Atlantic Ballroom 1&2	Classroom	200
Wed, 06/18/25	8:00 AM	12:00 PM	Educational Session	Regency Ballroom 2 & 3	Classroom	200
Wed, 06/18/25	8:00 AM	12:00 PM	Speaker Ready Room	315 Conference Room	Special Setup	
Wed, 06/18/25	8:00 AM	12:00 PM	Educational Session	Regency Ballroom 1	Classroom	150
Wed, 06/18/25	8:00 AM	5:00 PM	Show Office	217 Conference Room	Office	
Wed, 06/18/25	12:00 PM	1:00 PM	Board of Directors Lunch	314 Conference Room	Existing Setup	25
Wed, 06/18/25	12:00 PM	4:00 PM	Board of Directors Meeting	314 Conference Room	Hollow Square/Theater	25

EXHIBIT A
STANDARD TERMS AND CONDITIONS

BANQUET FUNCTIONS: For your organized food and beverage functions and meetings, the following will apply:

Overtime: You agree to begin your Event promptly at the scheduled start time and to have your guests, invitees and other persons vacate the designated function space at the agreed upon end time. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Price Increases: There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus and you agree to accept such substitutions.

Set Up Charges: Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Additional Spend: You agree to pay the Hotel for any food, beverages and other services not expressly set out in the Agreement and any appendix but provided on your request during the Event. On or before the arrival date, you will confirm to us in writing the names of those persons who you have authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of your authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.

Supplemental Surcharges: Supplemental surcharges are charges added to your Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, late end times, outdoor venues, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Additional Charges: In addition to the customary charges associated with Group's Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), Hotel may offer other services for which there may be fees either to Group or the individual attendee (as applicable). Examples of potential additional charges could include Package Handling, Business Center, Sign Making, Banner Hanging, Telephone Rental, Private Locks, Electrical Power, Labor for Audio-Visual & Electrical Requirements, Athletic Club, Parking, Luggage Storage. Prior to Group's Event, Group may request that Hotel disclose to Group those potential additional charges that are in effect at the time of Group's Event.

Outside Food and Beverage: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

Displays and Decorations; Your Property: You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise you of such potential charges upon request.

Outside Contractors: Should you elect to utilize outside contractors on Hotel premises during your Event, you must notify us at least ten (10) days in advance of your Event. We may require that your outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises. In some instances, despite your use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and you agree to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

Conduct of Event: To the fullest extent permitted by law, you assume full responsibility for any damage done to our premises during your Event, but only to the extent such damage is caused by you, your employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of your displays, equipment, exhibits, or other items. For purposes of clarity, Group shall not be responsible for damage to guest sleeping rooms or public spaces of the Hotel not occupied by Group; in those instances, Hotel shall seek payment for damage from the responsible guest(s). You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel.

Fire Safety: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to your Event. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

Security: If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

GUEST RESERVATION INFORMATION: If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you have already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

EVENT PLANNER BONUS ACKNOWLEDGEMENT FORM: If we agree to pay an Event Planner Bonus in connection with your Event, then before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to us, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

DISCLAIMER OF LIABILITY: To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Event. For the avoidance of doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for auxiliary aids and services required by your Event or program attendees in the meeting or function space that you have reserved. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You agree that one week in advance of your Event you will furnish to us a list of any auxiliary aids and/or services that you will be providing for your attendees in the meeting or function space that you have reserved. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

COMPLIANCE WITH LAWS: You represent and warrant that you are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. We may cancel your Event and this Agreement without liability to you if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such applicable laws or regulations, including if you are added to any restricted party listings as described in this section.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including (but not limited to): Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites by Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

DISPUTES INVOLVING CREDIT CARD PAYMENTS: As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all Master Account charges, you agree that any dispute that you may raise with respect to any Master Account charges must be addressed directly between you and us. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.

HOTEL'S RIGHT TO CANCEL FUTURE CONTRACTED EVENTS: Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to our other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

SUCCESSORS AND ASSIGNS: The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. You may not re-sell reservations. If we become aware of any violation of this section, we may immediately terminate the Agreement without incurring any liability to you for contracted rooms or rates and you will be responsible for any damages resulting from the cancellation as set forth herein.

SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.

EXHIBIT B USE OF EXHIBIT SPACE

All exhibits (professional booth, poster board, auction or tabletop) held on Hotel property, including exhibit halls, meeting rooms, ballrooms, pre-function or public areas coded for occupancy, suites, parking structures or outdoor space, are subject to the following rates and policies:

- Adherence with all state and city ordinances and permit requirements
- Written Fire Marshal approval
- Permit and associated fees are the sole responsibility of the Group
- Security and associated fees are the sole responsibility of the Group
- Adherence with all Hotel production and exhibit policies

Rentals, Cleaning and Other Services

- All set equipment, including but not limited to tables, chairs, linen, wastebaskets, easels will be charged at prevailing rental rates.
- All cleaning of exhibit area including aisles and booths will be charged at prevailing rates.
- All audio visual, power, Internet, telecommunications, food and beverage or other Hotel provided product, equipment or services will be charged at then-current **2025** published rates.

Outdoor Events

- Hotel reserves the right to make the decision to move any outdoor function to the available indoor backup space if any of the following conditions exist: wind gusts in excess of 20 mph, temperatures below 60 degrees, and/or 30% or higher chance of precipitation in the area.
- You will be advised of all options for your function at a minimum of **five (5) hours** in advance of the function. The Hotel's decision is final.
- All outdoor catered events will be assessed flat fee supplemental surcharge as outlined below. All entertainment for outdoor functions must end by 10:00 pm. Resort guidelines apply for all outdoor events).

West Palm Court	\$750.00
South Palm Court	\$5,000.00
North Palm Court	\$750.00
Infinity Pool Deck EAST end	\$7,500.00
Portico	\$8,000.00
North Lagoon Pool	\$7,500.00
South Lagoon Pool	\$7,500.00
Add Playa Beachfront Restaurant to Lagoon Pool North or South	\$5,000.00
33 rd Floor Lounge	\$15,000.00
AiZia	\$8,000.00

Exhibitor Guidelines

The Group's use of exhibit space will also be subject to the term and conditions of the Hotel's then current exhibitor guidelines, which will be provided to Group by your assigned Event Manager approximately one year prior to your major arrival date.

To the fullest extent permitted by law, Group assumes responsibility for any claims (such as for losses or damages to persons or property) arising out of the use of the exhibition premises of the Hotel but only to the extent any such claim is caused by Group's employees, agents, contractors, attendees or exhibitors. Nothing in this clause shall require Group to be liable for that portion of any claim caused by the Hotel's employees, agents or contractors.

In order to protect both Group and the Hotel, Group agrees to include the following "**Exhibitor Responsibility Clause**" in every exhibitor contract entered into between Group and each exhibitor:

Exhibitor Responsibility Clause: To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **The Diplomat Beach Resort** ("Hotel"), Hotel's owner (Diplomat Hotel Lessee, LLC), Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **FGFOA 2025 Annual Conference** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

To ensure that Group has inserted the correct "Exhibitor Responsibility Clause" into the exhibitor contract, Hotel reserves the right to require that Group submit a **proof** of the Group's exhibitor contract to Hotel **before** such exhibitor contract is sent by Group to the Group's exhibitors.

February 9, 2021

Mr. Paul Shamoun
Executive Director
Florida Government Finance Officers Association, Inc.

RE: Use of Credit Cards to Pay Advance Deposits and/or Master Account Charges

Dear Mr. Paul Shamoun:

We certainly look forward to hosting your upcoming meeting/event scheduled to take place at **The Diplomat Beach Resort** over the event dates of June 12-18, 2025.

1. For **advance deposit** payments by credit card, a member of the Hotel staff will contact you (or you can provide the applicable card during one of your site visits) so that you may verbally provide the valid credit card information of an authorized signatory. The credit card information will be stored and processed by the Hotel in a secured manner. In accordance with the deposit schedule in your booking agreement, we will charge all advance deposit payments due to the initial credit card you provide to us on file, unless you inform us in writing (email is acceptable) that you wish to make advance deposit payments in a different manner. If you wish to provide an alternative credit card please contact Accounting at 954-602-8563.
2. For payment of **Master Account charges** by credit card, you must provide the Hotel with your valid credit card information within 30 days of receipt of final bill. A member of the Hotel staff will contact you (or you can provide the applicable card during one of your site visits) so that you may verbally provide the valid credit card information of an authorized signatory. The credit card information will be stored and processed by the Hotel in a secured manner. At that time, the Hotel will charge the provided credit card according to the contracted payment schedule or an authorization hold will be placed on the initial credit card for the total Master Account charges for your event. If you wish to make payment of Master Account charges in a different manner you must inform us in writing (email is acceptable). If you wish to provide an alternative credit card please contact our finance team at 954-602-8563. All Hotel records related to your group's Master Account spend (including meeting room rental, audio/visual equipment, flipcharts, F&B functions, etc.) will, upon request, be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of your authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges. If any charges are disputed by your group in good faith, you agree to provide us with an itemized list of disputed charges within 3 business days of receiving your receipt (with the credit card settlement included).
3. You agree that any dispute that you may raise with respect to any advance deposits and/or Master Account charges must be addressed directly between you and our Hotel. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties must be resolved in accordance with the dispute resolution provisions as contained in your booking agreement. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").

Please contact your assigned Event Manager should you have any questions concerning these requirements. Otherwise please have an authorized representative of your group acknowledge acceptance of these conditions by signing below where indicated.

Until such time that this form is properly signed and returned to our attention, we reserve the right to decline your request to use a credit card as an approved form of payment of your group's advance deposits and/or Master Account charges.

Best regards,

Acknowledged and Accepted:
Florida Government Finance Officers Association,
Inc.

Ivette Rourke, Director, National Accounts

Paul Shamoun, Executive Director

Date

Date

**ADDENDUM TO GROUP SALES AGREEMENT
BETWEEN
FLORIDA GOVERNMENT FINANCE OFFICERS ASSOCIATION
AND
THE DIPLOMAT BEACH RESORT**

RESALE

The Hotel agrees to reduce any performance damages owed for sleeping rooms by revenue received from unused sleeping rooms that are resold by Hotel. Sleeping rooms will be considered "resold" to the extent that the Hotel sells more sleeping rooms on a night of Group's Event than Hotel would have had available to sell if Group had fully occupied Group's reserved Room Block. Each room resold will be counted as a room occupied in Group's Room Block. For example, if the Hotel has 300 total available rooms, and if Group reserves 100 rooms, Hotel will have 200 rooms available to sell to others before "reselling" an unused room that was part of Group's reserved Room Block.

If Group owes damages under the Sleeping Room Performance policy, the resold room revenue credit will equal the number of rooms resold multiplied by the Hotel's average daily rate for the applicable day and will be added to the revenue achieved by Group for purposes of calculating the amount of performance damages due, if any.

AUDIO VISUAL

The Group reserves the right to entertain all bids and proposals for audio visual services and/or technical services, including the Hotels. Furthermore, the Group has sole discretion to utilize any vendor for said Audio Visual services, including the use of any outside contractor; however, the Hotel will be given first right of refusal to match an outside proposal. The Hotel waives any and all additional costs to utilize the Group's own equipment, excluding any labor charges should Hotel's audio visual technicians' assistance be required. The Hotel will not be held liable for theft or damage of any outside vendor's equipment. Outside services will be allowed with the exception of Rigging and electricity and pending contracted vendors are insured and bonded within hotel's guidelines.

The Hotel agrees that all sound systems permanently installed in all ballrooms and meeting spaces are included as part of the meeting space rental and any outside vendor chosen to produce meeting support will have access to said system at no additional fee to the Group or its chosen vendors. The Hotel nor its in-house a/v company will not be held liable for lost, damaged, stolen or misused equipment brought in from an outside vendor should an outside vendor be used by Group. Any additional power requirements other than standard wall outlets that may be deemed necessary will be charged at existing published rate.

In the event the Group requires assistance by the Hotel's audio visual technician, existing published labor rates will apply.

LIQUOR LIABILITY

The Hotel agrees to carry liquor liability insurance and further agrees that all employees and agents performing services under this Agreement shall at all times comply with all federal, state, and local laws pertaining to the sale, service or furnishing of alcoholic beverages.

SALES TAX - GOVERNMENTAL EXEMPTIONS

All sales including hotel room deposits paid directly by governmental entities to the Hotel are exempt from the Florida sales tax in accordance with the requirements of Rule 12A-1.001(9), Florida Department of Revenue. Payments must be made in the form of government/agency check or credit card holding that exempt status. The credit card must be in the name of the government/agency and the government/agency must be listed on the credit card. When a government employee pays for the hotel room by cash, personal check or personal credit card,

such charge is subject to the Florida sales tax even though the individual may be directly reimbursed by his/her employer. Such sales are considered by the Florida Department of Revenue to be between the Hotel and an individual and are not subject to sales tax exemption.

HEALTH AND SAFETY

Hotel agrees to conduct all operational procedures in regard to health, safety, environmental cleaning and disinfection protocol consistent with guidance from the Centers for Disease Control and Prevention (“CDC”) at all times. For the best up to date reference, Hotel shall make all reasonable efforts to update their protocols by visiting the cdc.gov website on a regular basis and enforce all necessary recommendations. Hotel further agrees to maintain standards in a manner that will be current and operational on an ever evolving basis should such recommendations be revised, increased, or amended in any regard.

PAYMENT OF FINAL INVOICE

The Group reserves the right to pay the final Hotel invoice via American Express, Visa, MasterCard or check, with no penalties assessed by the Hotel of any of these options.

REPORT OF CONFERENCE

The Hotel agrees to provide a full report of the conference to the Group’s meeting planner in a timely manner prior to and following the function. This report shall include room pick-up, cancellation, explanation for each “walked” reservation, no-show factor, number of sleeping rooms used in each category (singles, doubles, suites, etc.), food function figures (i.e., number served, etc.). Also, to the extent possible, information on the utilization of room service and outlets (i.e., coffee shop, bar and other restaurants) should be provided.

Authorized by:

Authorized by:

Authorized Signatory
Paul Shamoun
Executive Director
Florida Government Finance Officers Association
Date: _____

Authorized Signatory
Ivette Rourke
Director - National Accounts
The Diplomat Beach Resort
Date: _____



Florida Government Finance Officers Association, Inc.
Board of Directors – Executive Director
2020-2021

Agenda Item

2020-2021
BOARD OF DIRECTORS

OFFICERS

President
Jamie Roberson

President-Elect
Shannon Ramsey-Chessman

Secretary/Treasurer
Jonathan McKinney

DIRECTORS

Melissa Burns

Bryan Cahen

Rip Colvin

Frank DiPaolo

Nicole Gasparri

Olga Rabel

William Spinelli

Kelly Strickland

Meeting Date: March 12, 2021

Title of Item: 2020 Audit

Executive Summary, Explanation or Background Information on Request:

The Audit Committee reviewed the 2020 Audit as submitted by Shorstein and Shorstein. It is attached for your review and approval.

Recommended Action:

Approval of 2020 Audit

Paul Shamoun

March 4, 2021

Date

SHORSTEIN & SHORSTEIN, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

8265 BAYBERRY ROAD

JACKSONVILLE, FLORIDA 32256

JACK F. SHORSTEIN, C.P.A., J.D. (1929-2014)

SAMUEL R. SHORSTEIN

MARK J. SHORSTEIN, C.P.A.

BENJAMIN I. SHORSTEIN, C.P.A.

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MELISSA R. STEPHENS, C.P.A.

JEFFREY C. PHILLIPS, C.P.A.

PHILLIP H. CAMPBELL, C.P.A.

JEWEL A. MCCANCE, C.P.A.

BEVERLY W. PARKER, C.P.A.

date

To the Audit Committee of the Florida
Government Finance Officers Association, Inc.

We have audited the financial statements of the Florida Government Finance Officers Association, Inc. for the years ended June 30, 2020 and 2019, and have issued our report thereon dated _____. Professional standards require that we provide you with the following information related to our audits.

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated August 10, 2020, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audits of the financial statements do not relieve you or management of your responsibilities.

Planned Scope and Timing of the Audits

We performed the audits according to the planned scope and timing previously communicated to you.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Florida Government Finance Officers Association, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the years ended June 30, 2020 or 2019. We noted no transactions entered into by the Association during either year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The disclosures in the financial statements are neutral, consistent and clear.

Difficulties Encountered in Performing the Audits

We encountered no significant difficulties in dealing with management in performing and completing our audits.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audits, other than those that are trivial, and communicate them to the appropriate level of management. No such misstatements were identified.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audits.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated _____.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Association's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Association's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition to our retention.

This information is intended solely for the use of the Audit Committee and management of the Florida Government Finance Officers Association, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

FLORIDA GOVERNMENT FINANCE
OFFICERS ASSOCIATION, INC.

FINANCIAL STATEMENTS

JUNE 30, 2020 AND 2019

DRAFT

Florida Government Finance Officers Association, Inc.
Financial Statements
June 30, 2020 and 2019

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SHORSTEIN & SHORSTEIN, P.A.

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JEWEL A. MCCANCE, C.P.A.
BEVERLY W. PARKER, C.P.A.

date

Independent Auditor's Report

To the Board of Directors of the
Florida Government Finance
Officers Association, Inc.:

We have audited the accompanying financial statements of the Florida Government Finance Officers Association, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Florida Government Finance Officers Association, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Florida Government Finance Officers Association, Inc.
*STATEMENTS OF FINANCIAL POSITION
June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
<u>Current Assets</u>		
Cash and Cash Equivalents	\$ 238,199	\$ 719,008
Investments	193,123	188,618
Accounts Receivable - Florida League of Cities, Inc.	25,165	877
Accounts Receivable - Other	1,284	67,874
Deposits	2,000	1,500
Prepaid Expenses and Other Current Assets	5,723	7,377
Total Current Assets	<u>465,494</u>	<u>985,254</u>
<u>Equipment</u>		
Computers and Equipment	2,162	3,569
Less: Accumulated Depreciation	<u>(1,843)</u>	<u>(3,123)</u>
Net Equipment	<u>319</u>	<u>446</u>
<u>Other Assets</u>		
Prepaid Expenses	-	26
Deposits	<u>16,138</u>	<u>3,000</u>
Total Other Assets	<u>16,138</u>	<u>3,026</u>
Total Assets	<u>\$ 481,951</u>	<u>\$ 988,726</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>		
Accounts Payable	\$ 75,856	\$ 641,568
Deferred Revenues	<u>300</u>	<u>4,400</u>
Total Current Liabilities	76,156	645,968
<u>Net Assets Without Donor Restrictions</u>	<u>405,795</u>	<u>342,758</u>
Total Liabilities and Net Assets	<u>\$ 481,951</u>	<u>\$ 988,726</u>

*The accompanying notes are an integral part of these financial statements.

Florida Government Finance Officers Association, Inc.
*STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2020 and 2019

	Year Ended June 30, 2020	Year Ended June 30, 2019
<u>Revenues</u>		
Membership Dues	\$ 145,870	\$ 111,755
Conference Revenue	88,640	697,129
Career Development Seminars	-	27,470
School of Governmental Finance	98,645	114,147
Leadership FGFOA	-	19,900
Investment Income	4,388	4,118
Other Programs (CGFO, Boot Camps, Divergent)	73,150	88,815
Miscellaneous Income	4,154	187
Total Revenues	<u>414,847</u>	<u>1,063,521</u>
<u>Expenses</u>		
Conference Expenses	43,567	673,779
Career Development Seminars	-	35,283
School of Governmental Finance	70,690	89,936
Leadership FGFOA	1,390	54,271
Other Programs (CGFO, Boot Camps, Divergent)	143,500	118,961
Management and General	92,663	92,615
Total Expenses	<u>351,810</u>	<u>1,064,845</u>
<u>Increase (Decrease) in Net Assets Without Donor Restrictions</u>	63,037	(1,324)
<u>Net Assets Without Donor Restrictions, Beginning of Year</u>	<u>342,758</u>	<u>344,082</u>
<u>Net Assets Without Donor Restrictions, End of Year</u>	<u>\$ 405,795</u>	<u>\$ 342,758</u>

*The accompanying notes are an integral part of these financial statements.

Florida Government Finance Officers Association, Inc.
*STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2020 and 2019

	Year Ended June 30, 2020	Year Ended June 30, 2019
<u>Cash Flows from Operating Activities</u>		
Receipts from Members and Associates	\$ 390,070	\$ 744,285
Receipts from Exhibitors and Hotel Sites	58,242	254,442
Interest and Dividends	4,735	3,810
Fees Paid to Florida League of Cities, Inc.	(156,830)	(151,555)
Payments to Vendors	(772,521)	(799,695)
Net Cash (Used) Provided by Operating Activities	(476,304)	51,287
<u>Cash Flows from Investing Activities</u>		
Proceeds from Redemption of Certificates of Deposit	191,644	187,148
Investment in Certificates of Deposit	(196,149)	(190,601)
Net Cash Used by Investing Activities	(4,505)	(3,453)
<u>Net (Decrease) Increase in Cash and Cash Equivalents</u>	(480,809)	47,834
<u>Cash and Cash Equivalents, Beginning of Year</u>	719,008	671,174
<u>Cash and Cash Equivalents, End of Year</u>	<u>\$ 238,199</u>	<u>\$ 719,008</u>

*The accompanying notes are an integral part of these financial statements.

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 1- Organization and Significant Accounting Policies

- A. The Florida Government Finance Officers Association, Inc. (Association) is an organization whose purpose is to promote the improvement of government financial administration in Florida.
- B. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.
- C. Revenues and expenses are recorded on the accrual basis.
- D. The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.
- E. The Association reports donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted program revenue.
- F. The Association is exempt from federal income taxes under Section 501(c)(6) of the Internal Revenue Code except on net income derived from unrelated business activities.
- G. The Association considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.
- H. The Association maintains a portion of its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. The amount on deposit at June 30, 2020 was not in excess of federally insured limits. However, approximately \$458,000 was in excess of federally insured limits at June 30, 2019. Additionally, approximately \$16,700 was invested in a money market account at June 30, 2020 and \$16,500 at June 30, 2019, which is not insured. The Association has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk with respect to cash and cash equivalents.
- I. Equipment is recorded at cost. Depreciation is provided on the straight-line method over the estimated useful lives.
- J. Association policy established by the Board of Directors requires that net assets be maintained at a minimum level equal to twice the average monthly operating expenses for the prior three-year period.
- K. Management has evaluated subsequent events through _____, the date the financial statements were available to be issued.

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 2 – Investments

The Association held two certificates of deposit as of June 30, 2020 and June 30, 2019. Interest rates for the certificates held at June 30, 2020 were 2.37% and 1.25%. Interest rates for the certificates held at June 30, 2019 were 2.42% and 2.36%. The certificates held at June 30, 2020 mature September 4, 2020 and March 14, 2021.

Investment income is summarized as follows:

	2020	2019
Interest Income	\$ 4,158	\$ 3,763
Dividend Income	230	355
Total	<u>\$ 4,388</u>	<u>\$ 4,118</u>

Note 3 – Administrative Fees

The Association engages the Florida League of Cities, Inc. (FLC) to provide administrative services for an annual fee plus reimbursement of certain out-of-pocket expenses. In May 2018, the administrative services agreement was extended through June 30, 2021. The fee arrangement is based on a fee of \$117,300 for the year ended June 30, 2020, with an annual increase of 2% next year.

Administrative fees of \$117,300 and \$115,000 were incurred during the years ended June 30, 2020 and 2019, respectively.

Accounts payable at June 30, 2020 and 2019 included \$58,992 and \$318,505, respectively, in fees and expense reimbursements due to FLC.

Note 4 – Meeting Management Fees

The Association engages FLC to provide meeting management services for the Association's Annual Conference and School of Governmental Finance for fees based on the number of registrants. The Association also engages FLC to provide meeting management services for the Association's Leadership FGFOA Conference. The contract also provides for reimbursement to FLC for certain out-of-pocket expenses. The current agreement is effective through June 30, 2021 and is cancelable by either party with 120 days' written notice.

The rates of \$30 per Annual Conference registrant and \$25 per SOGF registrant remain unchanged. However, due to the Covid-19 pandemic, the 2020 Annual Conference was changed to a virtual conference. The Board agreed to a rate of \$10 per registrant.

Meeting management fees of \$12,385 and \$42,280 were incurred during the years ended June 30, 2020 and 2019, respectively. Due to the Covid-19 pandemic, the fee charged of \$10 per registrant resulted in a meeting fee of \$6,710 for FY 20.

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 5 – Liquidity and Availability of Financial Assets

As part of the Association's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Association invests cash in excess of immediate requirements in a money-market account.

The Association's governing board has designated, from net assets without donor restrictions of \$405,795, a minimum liquidity reserve of approximately \$127,400 as of June 30, 2020.

The Association's financial assets available for general expenditures within one year of the statement of financial position date are as follows:

Cash and cash equivalents and investments	\$ 431,322
Accounts receivable	<u>26,449</u>
Financial assets at year-end	457,771
Board-designated liquidity reserve	<u>(127,400)</u>
Financial assets available for general expenditures within one year	<u>\$ 330,371</u>

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 6 – Allocation of Expenses

The tables below present expenses by both their nature and their function for June 30, 2020 and 2019:

	Program Activities						Supporting Activities		
	Annual Conference	SOGF	Seminars	Leadership	Other		Mgmt and General	Supporting Subtotal	Total Expenses
					Programs	Subtotal			
Administration Fees	\$ -	\$ -	\$ -	-	\$ 58,650	\$ 58,650	\$ 58,650	\$ 58,650	\$ 117,300
Bank Fees	8,131	8,131	-	-	-	16,262	8,132	8,132	24,394
CGFO Program	-	-	-	-	1,819	1,819	-	-	1,819
GFOA Conference	-	-	-	-	55,273	55,273	-	-	55,273
Meeting Expenses	7,956	7,956	-	-	912	16,824	10,638	10,638	27,462
Office and Administrative Expenses	-	-	-	-	3,801	3,801	10,259	10,259	14,060
School of Governmental Finance	-	51,348	-	-	-	51,348	-	-	51,348
Annual Conference	24,225	-	-	-	-	24,225	-	-	24,225
Auditor Fee	3,255	3,255	-	-	-	6,510	3,255	3,255	9,765
Leadership Conference	-	-	-	1,390	-	1,390	-	-	1,390
Boot Camp Conference	-	-	-	-	23,045	23,045	-	-	23,045
Depreciation	-	-	-	-	-	-	127	127	127
Travel	-	-	-	-	-	-	1,602	1,602	1,602
Total Expenses	\$ 43,567	\$ 70,690	\$ -	\$ 1,390	\$143,500	\$259,147	\$ 92,663	\$ 92,663	\$ 351,810

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 6 – Allocation of Expenses (Continued)

June 30, 2019	Program Activities					Supporting Activities		
	Annual Conference	SOGF	Seminars	Leadership	Other Programs	Program Subtotal	Mgmt and General	Supporting Subtotal
Administration Fees	\$ -	\$ -	\$ -	\$ -	\$ 57,500	\$ 57,500	\$ 57,500	\$ 57,500
Pre-Conference Expenses	-	-	35,283	-	-	35,283	-	-
Bank Fees	10,137	10,137	-	-	-	20,274	10,138	10,138
CGFO Program	-	-	-	-	9,297	9,297	-	-
GFOA Conference	-	-	-	-	10,561	10,561	-	-
Meeting Expenses	5,912	5,912	-	-	6,340	18,164	9,883	9,883
Office and Administrative Expenses	-	-	-	-	2,916	2,916	9,985	9,985
School of Governmental Finance	-	70,772	-	-	-	70,772	-	-
Annual Conference	654,615	-	-	-	-	654,615	-	-
Auditor Fee	3,115	3,115	-	-	-	6,230	3,115	3,115
Leadership Conference	-	-	-	54,271	-	54,271	-	-
Boot Camp Conference	-	-	-	-	32,347	32,347	-	-
Depreciation	-	-	-	-	-	-	127	127
Travel	-	-	-	-	-	-	1,867	1,867
Total Expenses	\$ 673,779	\$ 89,936	\$ 35,283	\$ 54,271	\$ 118,961	\$ 972,230	\$ 92,615	\$ 92,615
								\$ 1,064,845

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include bank fees, administration fees, meeting expenses, office and administrative expenses and auditor fees. The allocation is based on the estimated percentage of each shared expense utilized for the respective functional category.

Florida Government Finance Officers Association, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

Note 7 – Risks and Uncertainties

The current worldwide pandemic, caused by the novel coronavirus known as COVID-19, has created widespread economic uncertainty. Management cannot estimate the economic impact, if any, of this uncertainty on the condition of the Association. However, management does not believe there will be a material adverse effect on the financial condition of the Association as reflected in these financial statements.

DRAFT

Florida Government Finance Officers Association, Inc.
301 South Bronough Street
Tallahassee, Florida 32301

Date: _____

Shorstein & Shorstein, P.A.
8265 Bayberry Road
Jacksonville, Florida 32256

This representation letter is provided in connection with your audits of the financial statements of the Florida Government Finance Officers Association, Inc. (Association), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgement of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audits.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated August 10, 2020, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates are reasonable.
- Bases utilized to allocate expenses to functional categories are reasonable and consistent.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the Association is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
- Receivables recorded in the financial statements represent valid claims for charges arising on or before the statement of financial position date and have been reduced to their estimated net realizable value.
- Equipment is recorded at cost. Depreciation is provided on the straight-line method over its estimated useful life.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that you have requested from us for the purpose of the audits.
 - Unrestricted access to persons within the Association from whom you determined it necessary to obtain audit evidence.
 - Minutes of the meetings of the governing board and related committees, or summaries of actions in recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the Association and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the Association's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

- We have disclosed to you the identity of the Association's related parties and all the related-party relationships and transactions of which we are aware.
- The Association has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and agreements applicable to us.
- The Association is an exempt organization under Section 501(c)(6) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Association's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
- The Association maintains a portion of its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits and in a money-market account, which is not insured. The Association has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk with respect to cash and cash equivalents.
- Association policy established by the Board of Directors requires that net assets be maintained at a minimum level equal to twice the average monthly operating expenses for the prior three-year period.
- The current worldwide pandemic, caused by the novel coronavirus known as COVID-19, has created widespread economic uncertainty. Management cannot estimate the economic impact, if any, of this uncertainty on the condition of the Association. However, management does not believe there will be a material adverse effect on the financial condition of the Association as reflected in these financial statements.

Very truly yours,

Jeannie Garner
Executive Director, Florida League of Cities, Inc.
Administrator

Scott Hamilton
Comptroller, Florida League of Cities, Inc.
Administrator

Paul Shamoun
Executive Director, Florida Government Finance
Officers Association, Inc.

[illegible]

NEXT MEETING:

Date and Location TBD



FGFOA Mission

The FGFOA is dedicated to being your professional resource by providing opportunities through Education, Networking, Leadership and Information.

Education...

- Creating balanced and cost effective educational programs
- Utilizing various venues and methods of delivery
- Enhancing cooperative training partnerships

Networking...

- Establishing a network of membership expertise
- Establishing relationships with other organizations
- Establishing partnerships between Chapters

Leadership...

- Providing opportunities for individual development
- Being recognized as the governmental finance expert
- Recruiting, mentoring and promoting leaders within our organization
- Recognizing Achievements

Information...

- Maximizing technology resources
- Enhancing information delivery
- Communicating technical and legislative issues