



TPA GOVERNING BOARD MEETING AGENDA

DATE: Thursday, March 21, 2024

TIME: 9:00 a.m.

PLACE: 301 Datura Street, West Palm Beach, FL 33401

Members of the public can [join the meeting](#) in person or virtually. For information on how to attend a meeting visit: PalmBeachTPA.org/Meeting.

Please call 561-725-0800 or e-mail info@PalmBeachTPA.org for assistance joining the virtual meeting.

1. REGULAR ITEMS

- A. Call to Order and Roll Call
- B. Invocation and Pledge of Allegiance
- C. Modifications to the Agenda
- D. General Public Comments

Members of the public are invited to offer general comments unrelated to agenda items at this time. Public comments related to agenda items will be heard following staff presentation of the item. Comments may be submitted in the following ways:

- A written comment may be submitted at PalmBeachTPA.org/Comment-Form at any time prior to the commencement of the relevant agenda item.
- A verbal comment may be provided by a virtual attendee using the raise hand feature in the Zoom platform.
- A verbal and/or written comment may be provided by an in-person attendee submitting a comment card available at the welcome table.

Note that the Chair may limit comments to 3 minutes or less depending on meeting attendance.

- E. Florida Bicycle Month Proclamation
- F. Comments from the Chair and Member Comments
- G. Executive Director's Report

H. MOTION TO APPROVE Consent Agenda Items

1. Governing Board Meeting Minutes for February 15, 2024
2. Creation of a new Vision Zero Advisory Committee (VZAC) Member for Safe Kids Palm Beach County
3. Appointments to the TPA Advisory Committees through March 2027
 - a. Kathryn Wall as the Safe Kids Palm Beach County VZAC Representative
 - b. Tim Crespo as the Village of Palm Springs VZAC Representative and Christian Melendez Berrios as Alternate
 - c. Felipe Lofaso as the Village of Palm Springs Technical Advisory Committee (TAC) Representative and Kim Glas-Castro as Alternate
4. Appointments to the Transportation Disadvantaged Local Coordinating Board (TDLCB) through December 2026
 - a. Modeline Acreus as the Florida Department of Transportation (FDOT) Representative and Marie Dorismond as Alternate
5. Renewals to the TPA Advisory Committees through March 2027
 - a. James Garvin as the City of Palm Beach Gardens Citizen's Advisory Committee (CAC) Representative
 - b. Paula Ryan as the Palm Beach County District 2 CAC Representative
6. Operating Procedures Amendment
Resolution amending the TPA Operating Procedures to reflect in-person attendance requirements and current CAC membership.
7. Financial Policies Amendment
Resolution amending the TPA Financial Policies for legal and state consistency.
8. Procurement Policy Amendment
Resolution amending the TPA Procurement Policy for legal and state consistency.
9. Kittelson & Associates, Inc. Contract Extension
Resolution exercising the one-year extension terms of the existing Contract for General Planning Consultant Services to June 30, 2025, with a maximum amount of \$300,000.
10. Kimley Horn & Associates, Inc. Contract Extension
Resolution exercising the one-year extension terms of the existing Contract for General Planning Consultant Services to June 30, 2025, with a maximum amount of \$300,000.
11. mySidewalk Agreement Amendment
First Amendment to the existing mySidewalk Agreement revising the payment schedule.
12. Keefe, McCullough & Co., LLP Agreement Amendment
Second Amendment to the existing Keefe, McCullough & Co., LLP Agreement to add \$22,500 for additional services to complete FY 2022 and FY 2023 financial statements.
13. Accounting System Agreement
Agreement with Aclarian LLC to provide a turn-key outsourced accounting system and finance staffing and employee resources program (ERP) solution.

2. ACTION ITEMS

A. MOTION TO ADOPT Amendment #3 to the TPA's 2045 Long Range Transportation Plan (LRTP)

The 2045 LRTP includes regionally significant transportation projects from Palm Beach County's Road Program and local Capital Improvement Programs. These local projects are for informational purposes and planning consistency. This final reading of the attached amendment adds locally requested projects to the Local Government Prioritization table and Operations & Maintenance table. TPA staff will present the attached summary of changes.

TAC/CAC/VZAC: Recommended adoption unanimously.

B. MOTION TO ADOPT Amendment #2 to the TPA's Transportation Improvement Program (TIP)

The TIP is the TPA's five-year funding program for transportation projects in Palm Beach County. FDOT requests approval of the following FY 2024-2028 TIP amendment:

US 1 from 59th St to Northlake Blvd (#4383862): project cost increase of \$2,241,523 due to additional bridge repair work.

TAC/CAC/VZAC: Recommended adoption unanimously.

3. INFORMATION ITEMS

A. SR-80 Lighting Project Update

FDOT will present an update on the SR-80 lighting project.

B. Partner Agency Updates

Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the TPA.

4. ADMINISTRATIVE ITEMS

A. Routine TPA Reports

1. Public Involvement Activity Report – February 2024

2. FDOT Scheduling Report – March 2024

B. Next Meeting – **April 18, 2024**

C. Adjournment

NOTICE

In accordance with Section 286.0105, *F.S.*, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge) should contact Melissa Eble at 561-725-0813 or MEble@PalmBeachTPA.org at least five (5) business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

Se solicita La participación del público, sin importar la raza, color, nacionalidad, edad, sexo, religión, incapacidad o estado familiar. Personas que requieran facilidades especiales bajo el Acta de Americanos con Discapacidad (Americans with Disabilities Act) o personas que requieren servicios de traducción (sin cargo alguno) deben contactar a Melissa Eble al teléfono 561-725-0813 o MEble@PalmBeachTPA.org por lo menos cinco días antes de la reunión. Si tiene problemas de audición, llamar al teléfono 711.

TPA GOVERNING BOARD MEMBERS

CHAIR

Chelsea S. Reed, Mayor

City of Palm Beach Gardens

Alternate: Marcie Tinsley, Councilmember

Steve B. Wilson, Mayor

City of Belle Glade

Alternate: Michael C. Martin, Commissioner

Yvette Drucker, Council Member

City of Boca Raton

Fran Nachlas, Council Member

City of Boca Raton

Boca Raton Alternates:

Scott Singer, Mayor

Monica Mayotte, Deputy Mayor

Marc Wigder, Council Member

Angela Cruz, Vice Mayor

City of Boynton Beach

Alternate: Woodrow L. Hay, Commissioner

Shelly Petrolia, Mayor

City of Delray Beach

Alternate: Deputy Vice Mayor Rob Long

Joel Flores, Mayor

City of Greenacres

Alternate: Paula Bousquet, Councilwoman

Jim Kuretski, Mayor

Town of Jupiter

Alternate: Ron Delaney, Vice Mayor

Reinaldo Diaz, Commissioner

City of Lake Worth Beach

Alternate: Christopher McVoy, Vice Mayor

Joni Brinkman, Vice Mayor

Village of Palm Springs

Alternate: VACANT

Deandre Poole, Commissioner

Port of Palm Beach

Alternate: Varisa Dass, Commissioner

VICE CHAIR

Maria Marino, Vice Mayor

Palm Beach County – District 1

Gregg K. Weiss, Commissioner

Palm Beach County – District 2

Marci Woodward, Commissioner

Palm Beach County – District 4

Sara Baxter, Commissioner

Palm Beach County – District 6

Mack Bernard, Commissioner

Palm Beach County – District 7

Palm Beach County Alternates:

Maria Sachs, Mayor

Michael Barnett, Commissioner

Shirley Lanier, Councilwoman

City of Riviera Beach

Alternate: Tradrick McCoy, Councilman

Fred Pinto, Mayor

Village of Royal Palm Beach

Alternate: Jeff Hmara, Councilman

Michael J. Napoleone, Vice Mayor

Village of Wellington

Alternate: John T. McGovern, Councilman

Christy Fox, Commissioner

City of West Palm Beach

Joseph A. Peduzzi, Commissioner

City of West Palm Beach

West Palm Beach Alternates:

Christina Lambert, Commissioner

Shalonda Warren, Commissioner

Steven C. Braun, District 4 Secretary

Florida Department of Transportation

Non-Voting Advisory Member



DECLARING MARCH 2024 AS
FLORIDA BICYCLE MONTH

WHEREAS, the State of Florida and the Florida Bicycle Association recognizes March officially as Florida Bicycle Month and the Palm Beach Transportation Planning Agency (TPA) will recognize it locally; and

WHEREAS, the Palm Beach TPA collaborates with the Florida Department of Transportation (FDOT), Palm Beach County, Palm Tran, Tri-Rail, Brightline, its municipalities, and other stakeholders to encourage bicycling as an alternative form of transportation; and

WHEREAS, the Palm Beach TPA has set a target of zero bicycle-related fatalities and serious injuries; and

WHEREAS, the Palm Beach TPA plans, prioritizes and funds bicycle facilities that improve safety for its users and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 270 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BOARD OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY, assembled in regular session this 21st day of March 2024, that the month of March 2024, in Palm Beach County, is hereby proclaimed:

Florida Bicycle Month

BE IT FURTHER PROCLAIMED BY THE GOVERNING BOARD OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY that this proclamation is duly sealed, ribboned and executed by the Chair and Vice Chair of this Board.

Attest:

Valerie Neilson, AICP
TPA Executive Director

Mayor Chelsea Reed
TPA Chair

Commissioner Maria Marino
TPA Vice Chair



PALM BEACH Transportation Planning Agency

OFFICIAL MEETING MINUTES OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) GOVERNING BOARD

February 15, 2024

301 Datura Street, West Palm Beach, FL 33401
Meeting was also conducted virtually via Zoom.

These minutes are a summary of the meeting events and may not reflect all the discussion that occurred. PDF versions of the agenda, backup materials, presentations, and audio recordings are available for review at PalmBeachTPA.org/Board.

1. REGULAR ITEMS

1.A. Call to Order and Roll Call

CHAIR REED called the meeting to order at 9:02 a.m.

The Recording Secretary called the roll.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	P	Reinaldo Diaz	A	Shirley Lanier	P
Yvette Drucker	P	Joni Brinkman	P	Jeff Hmara (Alt)	P
Fran Nachlas	A	Deandre Poole	A	Michael Napoleone	P
Angela Cruz	A	Gregg Weiss	P	Christy Fox	P
Shelly Petrolia	A	Marci Woodward	A	Joseph Peduzzi	P
Joel Flores	A	Sara Baxter	P	Maria Marino	A
Jim Kuretski	P	Mack Bernard	A	Chelsea Reed	P

P = Present A = Absent

A quorum was present in-person.

1.B. Invocation and Pledge of Allegiance

Chair Reed led the invocation and pledge.

1.C. Modifications to the Agenda

There were no modifications to the agenda.

1.D. General Public Comments

There were no public comments received.

1.E. Comments from the Chair and Member Comments

YVETTE DRUCKER advertised a Weekend Trail Trek at Boca Raton's El Rio Trail on March 9, 2024.

Fran Nachlas joined the meeting at 9:09 a.m.

Shelly Petrolia joined the meeting at 9:11 a.m.

Reinaldo Diaz joined the meeting at 9:12 a.m.

Joel Flores joined the meeting at 9:21 a.m.

Deandre Poole joined the meeting at 9:26 a.m.

1.G. Executive Director's Report

VALERIE NEILSON, TPA Executive Director, provided updates available at PalmBeachTPA.org/Board.

1.H. APPROVED Consent Agenda Items

1. Governing Board Meeting Minutes for December 14, 2023.
2. Appointments to the TPA Advisory Committees through December 2026
 - a. Clinton Williams as the City of Delray Beach Vision Zero Advisory Committee (VZAC) Representative.
 - b. Begona Krane as the City of Delray Beach Technical Advisory Committee (TAC) Alternate.
 - c. Troy Perry as the City of Lake Worth Beach to the TAC Alternate.
 - d. Michael Giambrone as the Palm Beach County Airports TAC Representative.
3. Renewals to the TPA Advisory Committees through December 2026
 - a. Uyen Dang as the City of Boca Raton Representative to the CAC.
 - b. Jamie Brown as the City of Lake Worth Beach Representative to the TAC.
4. Certified Public Accountant (CPA) Services Agreement
An agreement with Palm Beach Accounting and Financial Services, LLC for CPA Services.
5. Performance Measures Dashboard Services Agreement
An agreement with mySidewalk to provide an online dashboard to display data and Performance Measures identified in the TPA's Long Range Transportation Plan.

MOTION to approve the Consent Agenda made by Gregg Weiss, seconded by Jeff Hmara, and carried unanimously 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	Y
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Fran Nachlas	Y	Deandre Poole	Y	Michael Napoleone	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Marci Woodward	A	Joseph Peduzzi	Y
Joel Flores	Y	Sara Baxter	Y	Maria Marino	A
Jim Kuretski	Y	Mack Bernard	A	Chelsea Reed	Y

Y = Yes N = No A = Absent

2. ACTION ITEMS

2.A. MOTION TO ADOPT Resolution 2024-01 establishing 2024 Safety Targets

BRIAN RUSCHER, Deputy Director of Multimodal, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

GREGG WEISS asked if crash reports differentiate types of crashes, such as golf carts and E-Bikes.

JIM KURETSKI conveyed his appreciation for the Vision Zero emphasis in the presentation. He noted the Town of Jupiter will be advancing pedestrian crossings based on safety needs using local funds.

JEFF HMARA asked staff to list the benefits of adopting the Vision Zero policy in their city.

SHELLY PETROLIA asked if vehicle design trends over time have affected safety efforts.

REINALDO DIAZ asked about enforcement grants for golf carts and driving under the influence.

CHRISTY FOX noted City of Hoboken, NJ's Vision Zero achievement in comparison to rural areas.

YVETTE DRUCKER stated her involvement in the National League of Cities and her advocacy for their policies. She asked TPA staff to share information on the City of Hoboken's safety targets and policies.

MOTION to adopt Resolution 2024-01 establishing 2024 Safety Targets made by Michael Napoleone, seconded by Sara Baxter, and carried unanimously 16-0 as depicted in the table below.

Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	Y
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Fran Nachlas	Y	Deandre Poole	Y	Michael Napoleone	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Marci Woodward	A	Joseph Peduzzi	Y
Joel Flores	Y	Sara Baxter	Y	Maria Marino	A
Jim Kuretski	Y	Mack Bernard	A	Chelsea Reed	Y

Y = Yes N = No A = Absent

3. INFORMATION ITEMS

3.A. DISCUSSED: Amendment #3 to the TPA's 2045 Long Range Transportation Plan (LRTP)

NATHAN GEORGE, Long Range Transportation Plan Coordinator, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

JIM KURETSKI commented on the importance of the Indiantown Road project in the LRTP.

CHRISTY FOX commented on City of West Palm Beach projects and Uyen Dang as the contractor.

CHAIR REED asked how many submittals staff received for the 2050 LRTP call for projects.

3.B. DISCUSSED: Florida Bicycle Month

VALENTINA FACUSE, Pedestrian and Bicycle Coordinator, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

CHRISTY FOX announced a "Night Bicycle Ride" hosted by the City of West Palm Beach on March 6.

3.C DISCUSSED: Partner Agency Updates

There were no partner agency updates.

4. ADMINISTRATIVE ITEMS

4.A. Routine TPA Reports

1. Public Involvement Activity Report – December 2023 and January 2024
2. 2023 Pedestrian and Bicycle Quarterly Crash Report – Q3
3. FDOT Scheduling Report – February 2024

STEVE WILSON requested an update on the State Road 80 project.

CHAIR REED announced bike events in March for Florida Bicycle Month.

4.B. Next Meeting – March 21, 2024

4.C. Adjournment

There being no further business, the Chair declared the meeting adjourned at 10:07 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Governing Board and that the information provided herein is the true and correct Minutes for the February 15, 2023, meeting of the Board, dated this 21st day of March 2024.

Chair Chelsea Reed, Palm Beach Gardens Mayor

EXHIBIT A

Transportation Planning Agency Governing Board

Representative Alternate(s) Local Government	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24
Chelsea Reed, Mayor CHAIR City of Palm Beach Gardens	P	P	P	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	NO MEETING HELD – SCHEDULED BREAK	P	NO MEETING HELD – SCHEDULED BREAK	P
Maria Marino, Commissioner VICE CHAIR Palm Beach County	P	P	P	P	E		P	P		P		E
Steve B. Wilson, Mayor City of Belle Glade	P	P	P	A	P		P	A		A		P
Yvette Drucker, Council Member City of Boca Raton	P	P	P	P	P		P	P		P		P
Fran Nachlas, Council Member Monica Mayotte, Council Member City of Boca Raton	ALT	P	P	P	P		P	P		P		P
Angela Cruz, Vice Mayor Woodrow Hay, Commissioner City of Boynton Beach	E	ALT	ALT	P	E		P	E		P		E
Shelly Petrolia, Mayor Rob Long, Deputy Vice- Mayor City of Delray Beach	P	P	P	ALT	P		P	P		E		P
Joel Flores, Mayor City of Greenacres	P	P	P	P	P		P	E		P		P
Jim Kuretski, Mayor Town of Jupiter	P	P	P	P	E		P	P		P		P
Reinaldo Diaz, Commissioner Christopher McVoy, Vice Mayor City of Lake Worth Beach	P	P	P	P	P		P	P		E		P
Joni Brinkman, Vice Mayor Village of Palm Springs	P	P	P	P	P		P	P		P		P
Deandre Poole, Commissioner Port of Palm Beach	P	P	P	P	P		P	P		A		P
Mack Bernard, Commissioner Michael Barnett, Commissioner Palm Beach County	A	ALT	P	P	E		P	P		P		A
Sara Baxter, Commissioner Palm Beach County Maria Sachs, Mayor Palm Beach County	P	E	E	P	E		E	P		E		P
Gregg Weiss, Mayor Palm Beach County	P	P	P	P	E		E	P		P		P
Shirley Lanier, Councilwoman City of Riviera Beach	A	P	P	E	E		A	A		A		P

Representative Alternate(s) Local Government	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24
Fred Pinto, Mayor Jeff Hmara, Councilman Village of Royal Palm Beach	ALT	P	A	P	P		P	P		P		ALT
Michael Napoleone, Vice Mayor Village of Wellington	P	P	P	P	P		ALT	ALT		P		P
Christy Fox, Commissioner City of West Palm Beach	E	P	P	P	P		P	P		P		P
Joseph Peduzzi, Commissioner Shalonda Warren, Commissioner Christina Lambert, Commissioner City of West Palm Beach	ALT	P	P	P	E		P	E		E		P
Marci Woodward, Commissioner Palm Beach County - District 4	A	P	P	P	P		P	ALT		P		E

Attendance Record

** New Appointment

P - Representative Present

ALT - Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

Valerie Neilson
Andrew Uhler
Melissa Murray
Sienna Aitken
Ruth Del Pino
Paul Gougelman
Lori LaVerriere
Khurshid Mohyuddin
Niels Heimeriks
Kevin Fischer
Cesar Martinez
James Brown
Tony Norat
Kris McKirdy
Jackie Burrows
Eduardo Caballero
Deborah Posey Blocker
Ira Dangleben

REPRESENTING

Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach Gardens
Palm Beach County
Palm Beach County
Palm Beach County
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Palm Tran



2001 W. Blue Heron Blvd.
Riviera Beach, FL 33404-5003
561.841.3500
cpsfl.org

February 28, 2024

Kathy Wall
523 Oyster Road
North Palm Beach, FL 33408

RE: Safe Kids Palm Beach County Representative on Vision Zero Advisory Committee

Dear Ms. Neilson:

Community Partners of South Florida has appointed Kathy Wall to serve on the Palm Beach TPA's Vision Zero Advisory Committee as it's representative for Safe Kids Palm Beach County. Her resume is attached. Kathy is the Director of Safe Kids Palm Beach County. Kathy leads her staff and a large Coalition to impact child injury prevention in Palm Beach County.

Per Section 5.2.A of the adopted Palm Beach TPA's Operating Procedures states, The number of VZAC Members for the TPA shall be as determined by the TPA Governing Board. Agency seeking membership on the VZAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership.

Therefore, Safe Kids Palm Beach County respectfully requests a seat on the VZAC to remain informed and provide input on transportation projects.

Kathy can be reached at kwall@cpsfl.org or 561-628-7897

Kenyon Link
Vice President Community Services

2001 W. Blue Heron Blvd. • Riviera Beach, FL 33404-5003 • 561.841.3500

Kathryn Wall

523 Oyster Road
North Palm Beach, FL
33408
561.628.7897
nawlins63@aol.com

Objective

Seeking a position where my professional and proven people-oriented skills will train, develop and promote empowerment and connection.

Professional Profile

July 2009- Present Community Partners of South Florida Riviera Beach, FL

Safe Kids Palm Beach County Director

- Develops policies and procedures that support the effective functioning of the program.
- Develops, manages, and revises the Safe Kids budget and complementary resources effectively.
- Develops capacity for program expansion in the community by building relationships with community agencies and community boards.
- Develops annual Coalition action plan with emphasis on member involvement to meet primary injury mechanisms.

BRIDGES System of Care Director

- Supervision, coordination, coaching, team-building, professional development and support of over 70 staff.
- Strategic planning, development and maintenance of system partners related to determined measurable outcomes as it relates to raising children healthy, safe and strong.
- Trainer for the BRIDGES system as it pertains to strategic partnerships.
- Represent BRIDGES on multiple committees including: Birth to 22 (Health and Hunger), PBC School District Primary Prevention Teen Pregnancy, Healthy Start Coalition, Safe Kids Coalition, Domestic Violence Community Action Team, PBC Unites, Head Start / Early Head Start and others.
- Engage and collaborate with key stakeholders, partners and funders toward reaching a common mission of empowering families and connecting communities.
- Manage BRIDGES of PBC website, social media and marketing collateral.

January 2008 - January 2009 Adopt-A-Family of Palm Beach County W Palm Beach, FL

Director of the BRIDGES Project

- Led implementation of first BRIDGES pilot at Highland Elementary.
- Lead for Department of Education: Full Service Community Schools Early Education grant including contract management, fiscal accountability, and multiple agency oversight of programming.
- Member of team that developed and constructed the premise of a place based strategy to connect families to resources and strengthen communities.

	<div data-bbox="407 100 1461 184"> <div>January 2008 - May 2004</div> <div>Families First of Palm Beach County</div> <div>W Palm Beach, FL</div> </div> <div data-bbox="407 205 1507 510"> <p>Chief Operations Officer TOPWA Program Coordinator</p> <ul style="list-style-type: none"> • Maintained contract requirements including reporting and budget. • Project management for large agency moves including lease negotiation, IT upgrades and staff office allocations. • Supervised outreach workers who provided HIV and pregnancy testing and education in the community. </div> <div data-bbox="407 520 1466 594"> <div>April 2004 - February 2002</div> <div>Comprehensive AIDS Program</div> <div>W Palm Beach, FL</div> </div> <div data-bbox="407 611 836 646"> <p>Quality Assurance Manager</p> </div> <div data-bbox="407 684 1438 764"> <div>February 2002 - February 1989</div> <div>Palm Beach County Health Department</div> <div>W Palm Beach, FL</div> </div> <div data-bbox="407 798 1255 877"> <p>Quality Coordinator- HIV AIDS Health Promotion and Education – HIV AIDS, STD and STI</p> </div> <div data-bbox="407 932 592 968"> <p>Education</p> </div> <div data-bbox="423 999 1308 1696"> <div>2001 – 2000</div> <div>Florida Atlantic University</div> <div>Boca Raton, FL</div> <ul style="list-style-type: none"> ▪ BA Biology <div>1989 – 1985</div> <div>University of Southern MS</div> <div>Hattiesburg, MS</div> <ul style="list-style-type: none"> ▪ Health Promotion and Education <p>Child Passenger Safety Technician Instructor - Certification 2022</p> <p>Family Impact Palm Beach County Board President 2022</p> <p>Racial Equity Institute – Certification</p> <p>First Aid and CPR/AED for Adult/Child/Infant - Certification 2021</p> <p>Positive Parenting Program – Level 2 & 3 Certification</p> <p>Motivation Based Interviewing – Certification</p> <p>Reflective Practice Supervision - Certification</p> <p>Touch Points Brazelton – Certification</p> <p>National Child Passenger Safety – Certification Current</p> <p>DCF – Deaf and Hard of Hearing, Security Awareness and HIPAA 2022</p> <p>Computer proficiency: Microsoft Word, Excel, OneNote, PowerPoint, Publisher, Visio, Outlook, Word Press, Canva and virtual meeting platforms</p> </div>
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	<p>Memberships</p> <p>Florida Ped Bike Coalition</p> <p>Florida Occupant Protection Coalition</p> <p>Florida Teen Driver Coalition</p> <p>Leadership Palm Beach County – Class of 2012</p> <p>Salvation Army of Palm Beach County – Women’s Auxiliary</p> <p>OAR: Organizing Against Racism</p> <p>Racial Equity Work Group</p> <p>FIMR: Fetal Infant Mortality Review</p> <p>CADR: Child Abuse Death Review</p> <p>Head Start – Early Head Start Policy Committee</p>
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1.H.3

Office of the Village Manager
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

February 15, 2024

Via Email to VNeilson@palmbeachtps.org

Valerie Neilson
Executive Director
Palm Beach TPA
301 Datura Street
West Palm Beach, FL 33401

RE: Palm Springs Representatives on Technical Advisory Committee and Vision Zero Advisory Committee

Dear Ms. Neilson:

Palm Springs would like to appoint the following team members as representatives on the TPA's committees:

Technical Advisory Committee

Representative – Felipe Lofaso, Public Works Director, flofaso@vpsfl.org
Alternate – Kim Glas-Castro, Assistant Village Manager, kglascastro@vpsfl.org

Vision Zero Advisory Committee

Representative – Tim Crespo, Assistant Public Works Director, tcrespo@vpsfl.org
Alternate – Christian Melendez Berrios, Village Planner, cmelendezberrios@vpsfl.org

Thank you for this consideration.

In Public Service,

Kim Glas-Castro, AICP, FRA-RA, LEED AP
Assistant Village Manager



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

February 14, 2024

Ms. Valerie Neilson
Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, Florida 33401

Dear Ms. Neilson:

RE: Appointment of Transportation Disadvantaged Local Coordinating Board (LCB) Members representing FDOT

Please accept this letter as official notification that the Florida Department of Transportation (FDOT) nominates Modeline Acreus as FDOT's representative and Marie Dorismond as the alternate representative for serving on the Transportation Disadvantaged Local Coordinating Board (LCB). Modeline and Marie are currently serving in this role and will continue representing FDOT through 2024. Modeline and Marie have excellent credentials that qualify them to fill this role.

Modeline has over fifteen years of experience in program administration and grant management. She held several positions with various non-profit and non-government organizations providing international humanitarian relief and development. In these roles, Modeline also led the efforts of setting up sub-offices, staff residences and transportation systems. As a Transit Coordinator with FDOT District Four, Modeline manages the Section 5310 Grant Program with the purpose of improving mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation options. Her position requires coordination with the Metropolitan Plan Organizations and specialized transportation providers for the successful development of transit services for the transit disadvantaged population.

Marie Dorismond has worked with FDOT for over fourteen years. In her current position as Transit Coordinator Marie manages the State Block Grant, Section 5311 Rural Grant, and Toll Revenue Credit Programs. She also coordinates FDOT review of transit agency Transit Development Plans.

The FDOT representatives' contact information is:

LCB	
FDOT Representative	FDOT Alternate
Modeline Acreus Transit Coordinator Office of Modal Development FDOT District 4 3400 W. Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4347 Modeline.Acreus@dot.state.fl.us	Marie France Dorismond Transit Coordinator Office of Modal Development FDOT District 4 3400 West Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4605 Marie.Dorismond@dot.state.fl.us

Thank you for the opportunity to have FDOT serve on this important committee. If you need additional information, please feel free to contact me at (954) 777-4689 or at Birgit.Olkuch@dot.state.fl.us

Sincerely,



Birgit Olkuch, P.E.
District Modal Development Administrator

BO: ma

cc: John Krane, P.E., Director of Transportation Development - FDOT
Cesar Martinez, P.E., District Planning & Environmental Management Administrator - FDOT
Lisa Maack, AICP, Passenger Operation Manager - FDOT
Tony Norat, MPO Liaison Supervisor - FDOT
Marie Dorismond, Transit Coordinator - FDOT
Modeline Acreus, Transit Coordinator - FDOT

Resume – Modeline ACREUS

Education

M.B.A., Master of Business Administration, Madonna University, Livonia Michigan, USA, 2023-2025

B.B.A., Business Administration & Leadership, Madonna University, Livonia Michigan, USA, 2019

A.D., Christ the King Secretarial School, Port-au-Prince, Haiti, 2008 Several short professional courses during career including first-aid training.

Memberships/Affiliations

Alumni Association, Madonna University

Employment

Public Transportation Specialist, Florida Department of Transportation, Fort Lauderdale, February 2024 – present

Oversees the execution of the Federal Section 5310 Mobility for Seniors and People with Disabilities Program. Coordinates with Metropolitan Planning Organizations (MPOs) and specialized transportation providers in the successful development of transit services. Prepares Program of Projects for Central Office, reviews Program of Projects with Modal Development's management for approval. Coordinates with Work Program Office to include projects in the Department's five-year work program and MPO liaisons to include funded projects in the appropriate MPO Transportation Improvement Programs (TIPs). Implements projects by conducting vehicle purchasing workshops in coordination with the Department Central Office and the Center for Urban Transportation Research. Coordinates the review and selection process for projects and implements projects.

Manages compliance oversight on all specialized transportation agencies consistent with federal regulations, guidance circulars, state procedures, state guidebooks, and state management plans. Represents the Department in five County Local Coordinating Boards (LCBs). Coordinates FDOT resources with the needs of the LCBs and communicating with management and other Department staff on issues and developments from LCB meetings. Assists the Office of Modal Development (OMD) staff with reviews and provision of technical assistance relating to the Transportation Development (TD) Program involving local government comprehensive plans and MPOs products and processes. Provides technical assistance to community transportation coordinators and specialized transportation agencies directly or through consultants.

Office Manager, USAID funded Haiti Resilience and Agriculture Sector Advancement Activity (HRASA), Development Alternatives Inc. (DAI), (Bethesda MD USA), Cap Haitian Haiti, January 2022 – July 2023

Facilitate start-up and perform startup-related tasks as assigned by the DAI Start-up

Resume – Modeline ACREUS

Manager and Home Office (HO) Project Management team. Manage the day-to-day business operations of the Cap-Haitian office. Ensure reception coverage during business hours. Coordinate with the Security Manager on the security of the office premises, property therein, and coordinate with the Driver Supervisor/ Dispatcher on the motor pool. Coordinate with the IT Specialist to ensure the efficient operation of the local Area Network and all computer operations.

Perform competitive procurements for operational goods and services and negotiations with vendors. Coordinate travel logistics for project staff. Ensure that project staff needs for office equipment, supplies, and furniture are met. Communicate with the office landlord on facilities management, improvement, and repair issues. Coordinate with the Finance Manager and the Accountant to ensure petty cash needs are met and travel voucher and bank reconciliations are performed as per office policy. Maintain and manage the project non-expendable and expendable property inventory. Maintain project files for inventory, as well as other tasks as assigned by the Director of Finance and Operations.

Procurement Assistant, USAID funded Reforestation Project, Chemonics Foundation (Washington, D.C.). Cap Haitian, Haiti, March 2020 – December 2021.

Responsible for preparation of RFPs, RFQs, vendor selection, tenders, purchase orders, and the negotiation of awards for services and commodities, maintain the project's inventory and inventory disposition procedures. Respond to procurement requests from program staff; prepare solicitations and requests for proposals/quotations to obtain bids or work directly with local vendors to obtain quotations and initiate procurements, negotiate, and prepare contracts and purchase orders, ensure that procurement activities are carried out in accordance with contractual requirements, including US Federal Acquisition Regulations (FAR), coordinate bid evaluation and prepare summary reports for review and approval.

Provide regular status reports to the Procurement Liaison Manager and other field staff, work closely with Grant and Technical department to manage all request receipt efficiency, coordinate with the Procurement team, assist in developing and maintaining procurement-related documentation. provide procurement status reports and inventory summaries as requested.

Infrastructure Team Program Coordinator, USAID funded Appui à la Valorisation du Potentiel Agricole Nord Pour la Sécurité Economique et Environnementale Project/ Development Alternatives Inc. (DAI) (Bethesda, MD USA), Cap Haitian, Haiti July 2017– December 2019

Manage and provide support to overall Infrastructure, manage administration, HR, procurement, property, reporting, training, field trip and residence and document control support. This support was for the work involved to plan, design, develop and manage contract documents, construction procurement services for five (5) surface water

Resume – Modeline ACREUS

irrigation systems in the north of Haiti.

Provide and manage liaison with all AVANSE administration offices (Logistics, Procurement, Finance, HR, Travel and Vehicles and IT groups) for the support of the group operations and staff. Support liaison with the DAI Home Office in Maryland for reporting, record keeping and procurement activities. Arrange and manage major construction procurement activities such as widely attended Pre-Bid and Pre-Construction Conferences. Set up and managed Team wide training and events.

Provide administrative support to the Infrastructure Team; ensure timeliness and fill vacancies according to defined standards, Coordinate induction and full orientation of any new staff, Ensure that all new staff in the department follow the integration plan, help in the preparation of various operational and administrative documents, manage all DAI Home Office TAMIS Database requisitions for engineering, survey and construction management procurements; supply and manage all office materials; liaise with the Office of Grants & Subcontracts to make sure that information required from the Department is up-to-date; manage the Team's formal correspondence and contacts with the Ministry of Agriculture.

Management Support Specialist, USAID funded Appui à la Valorisation du Potentiel Agricole Nord Pour la Sécurité Economique et Environnementale Project, Development Alternatives Inc. (DAI) (Bethesda, MD USA), Cap Haitian, Haiti, April 2015 – July 2017

Administrative Assistant, USAID funded Appui à la Valorisation du Potentiel Agricole Nord Pour la Sécurité Economique et Environnementale Project/ Development Alternatives Inc. (DAI) (Bethesda, MD USA), Cap Haitian, Haiti, July 2013 – March 2015

Project Manager, Food for the Poor (Coconut Creek, Florida), Cap-Haitian, Haiti, September 2008 – April 2012

Philanthropy and Awards

1. **Highest GPA Award**: 2019 Madonna University, Highest student GPA.
2. **New Vibration Foundation**: Volunteer work with this organization created by young Haitians living in the country and outside of the country who aim to help needy children whose parents cannot afford to pay school tuition or to provide a meal after school. We support them with our own funds or with funds donated by others; and
3. **2018 David H. Gunning Award**: Out of over 100 entrants were awarded the cash prize for the David H. Gunning Award for Community Service. Each year, Development Alternatives Inc. (DAI) presents \$5,000 to a DAI employee or employees - with a maximum of two awards, worldwide, in any given year – for donation to a social service organization that is active in the local community. The award honors Dave Gunning, one of DAI's founding Board members.

Marie Dorismond

Passenger Operations Specialist

Contact

Industry Experience

Fourteen years of experience in the field of Transportation, which includes managing and coordinating state and federal transit programs, and leading federal grant workshops.

Education

Florida Atlantic University
Boca Raton, FL
BA in Accounting

Florida Atlantic University
Boca Raton, FL
BA in Finance

Licenses &

Certifications

Certified Public Manager

Experience

June 2023 – Present

Passenger Operations Specialist IV

- Manages and coordinates federal and state transit programs in five counties.
- Maintains monitoring systems for transit funding program to ensure all projects are included and Grant Program funding balances and funding matches the Department's five-year work program.
- Coordinates with Work Program and the Metropolitan Planning Organizations to ensure consistency with Federal funding.
- Provides grants and funding assistance to agencies and Metropolitan Planning Organization.
- Participates in the development and review of Transit Development Plans, Long Range Transportation Plans, and other technical studies.
- Manages the transit agency Toll Revenue Credit soft match requests with Central Office Transit. Plans new transit services, any expanded or new express lanes projects and ongoing operations planning for existing bus services.
- Manages the district's Express Bus Program. This includes the coordination of operating and capital funding with District Work Program and Central Office Toll Finance/Work Program, service planning and implementation, bus fleet management.
- Working with Central Office's Systems Implementation Office and Comptroller Office on tolls and Strategic Intermodal System (SIS) funding and the District Work Program Office.
- Coordinates with District planning, traffic operations, and design offices and their committee on new and expanded facilities.
- Coordinates with District Construction office on implementation/management of facility construction projects.
- Serves as District representative for grant application modifications and/or policy updates.
- Reviews and approves transit agencies' National Transit Database (NTD) performance measures for local publication.
- Interviews transit partners and conducts on-site observation to ascertain unit functions, work performed, and methods or equipment.
- Monitors projects through onsite reviews with follow-up correspondence in compliance with contractual provisions and Department's procedures.
- Assists with monitoring audit compliance and coordinating with Department's Budget Coordinator/Single Audit Officer.
- Reviews and approves change requests and third-party contracts to ensure consistency with proposed project scope and contractual provisions.
- Assists local agencies with the implementation of their projects to insure timely and successful completion.
- Prepares transit manuals and trains workers in the use of new forms, reports, procedures, or equipment according to organizational policy.

Marie Dorismond

Passenger Operations Specialist

Key Skills	<p><i>March 2016 – June 2023</i></p> <p>Public Transportation Specialist • Florida Department of Transportation</p> <ul style="list-style-type: none"> • Oversees the execution of the Federal Section 5310 Mobility for Seniors and People with Disabilities Program. • Coordinates with Metropolitan Planning Organizations (MPOs) and specialized transportation providers in the successful development of transit services. • Prepares Program of Projects for Central Office, reviews Program of Projects with Modal Development's management for approval. • Coordinates with Work Program Office to include projects in the Department's five-year work program and MPO liaisons to include funded projects in the appropriate MPO Transportation Improvement Programs (TIPs). • Implements projects by conducting vehicle purchasing workshops in coordination with the Department Central Office and the Center for Urban Transportation Research. • Coordinates the review and selection process for projects and implements projects. • Manages compliance oversight on all specialized transportation agencies consistent with federal regulations, guidance circulars, state procedures, state guidebooks, and state management plans. • Represents the Department in five County Local Coordinating Boards (LCBs). • Coordinates FDOT resources with the needs of the LCBs and communicating with management and other Department staff on issues and developments from LCB meetings. • Assists the Office of Modal Development (OMD) staff with reviews and provision of technical assistance relating to the Transportation Development (TD) Program involving local government comprehensive plans and MPOs products and processes. • Provides technical assistance to community transportation coordinators and specialized transportation agencies directly or through consultants.
Project Management	
Contract Management	
Budget Planning	
Communication	
Problem-solving	
	<p><i>June 2015 – March 2016</i></p> <p>Freight & Logistics Specialist III • Florida Department of Transportation</p> <ul style="list-style-type: none"> • Manages the Office of Modal Development production status by program for upper management on an annual, quarterly, monthly basis. • Coordinates the development of Office of Modal Development (OMD) Work Plan by managing and implementing the Office Work Program. • Consults and Coordinates with the Office of Modal Development program office managers, administrators, and project managers in the development of the annual work program, including the Aviation, Rail, Transit, Intermodal program, and Seaport. • Allocates annual planning funds budget to Office District-Wide and Special Projects contracts. • Maintains monthly meetings with upper manager to analyze production status and projects development. • Coordinates with the Central Office and District Office to assure targets are consistent and to facilitate any needed adjustments throughout the years. • Monitors and implements encumbrance and execution of Public Transportation Gant Agreement (PTGAs) and Federal Transit Administration Transfer (FTA) to meet the monthly and annual plan goals. • Coordinates Office Compliance with the Department.
	<p><i>January 2014 – June 2015</i></p> <p>Senior/Lead Disbursement Auditor • Florida Department of Transportation</p> <ul style="list-style-type: none"> • Provides assistance and training to project managers and consultants concerning the agency's invoicing procedures and invoice formats.

Marie Dorismond

Passenger Operations Specialist

- Provides information to project managers with detailed contract payments information as requested using Department Financial reporting Resources.
- Resolves contract issues and/or discrepancies with project managers.
- Compiles financial information to project managers and professional services unit in the close out of contracts.
- Audits and processed contracts agreement payments for accuracy, completeness, and compliance with Florida Statutes, Florida Administrative Code, directives, policies, procedures.
- Reconciles payment ledgers against The Florida Accounting Information Resource (FLAIR) encumbrance balance.
- Reconciles contracts for close-outs and discrepancies and contractual Findings.
- Prepares and records adjusting entries.
- Provides training and guidance to new and entry-level auditors.

June 2009 – January 2014

Staff Accountant/Disbursement Auditor • Florida Department of Transportation

- Audits, analyzes, and reconciles accounting transactions records to ensure accuracy of input into the Florida Accounting information Resource System (FLAIR).
- Maintains payment ledgers for transactions processed on contracts and purchase orders.
- Reconciles payment ledgers against line encumbrance balance and prep adjusting entries as necessary.
- Coordinates daily routine transaction processing including but not limited to daily and monthly cash reconciliation, journal reconciliation, monthly and yearly budget.
- Audits and processes all other types of contracts, including but not limited to Right-of-Way and legal contracts, Miscellaneous Service contracts, Joint participation Agreements, Railroad and utility contracts and Districts Construction and Maintenance contracts.
- Research payment information for vendors. Reconciles and analyzes discrepancies between vendor accounts and Department of transportation payment records.
- Supports in auditing voucher schedules, voucher summary and daily input reports.

Leadership

Successfully led the Section 5310 grant program to expand services for seniors and people with disabilities while maintaining excellent communications with the human services agencies and transit agencies.

TPA RESOLUTION 2024-XX

A RESOLUTION APPROVING AN AMENDMENT TO THE OPERATING PROCEDURES OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY; MAKING FINDINGS; AMENDING SECTIONS 2.3 D., 3.4 C., 4.2 A., 4.4. C., 5.4 C., AND 6.2, AND THE TITLE TO SECTION 4., ALL OF THE OPERATING PROCEDURES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, pursuant to 23 CFR 450.300 through 450.326 and Sections 339.175(6) through (9), F.S., the TPA is required to develop and amend as appropriate, plans and programs including but not limited to a Long Range Transportation Plan (LRTP), Priority Project List, Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP); and

WHEREAS, the TPA has previously adopted by-laws regulating the conduct of its Governing Board and advisory committees; and

WHEREAS, the Governor of the State of Florida declared a State of Emergency through Executive Order 20-52 in response to the Novel Coronavirus Disease 2019 (COVID-19), recommending among other mitigation measures, limiting of face-to-face contact with others as much as possible; and

WHEREAS, in response to the State of Emergency the TPA permitted remote attendance of governing board and advisory committee representatives provided that a quorum is physically present, and

WHEREAS, the Governor of the State of Florida suspended all local government mandates related to COVID-19 through Executive Order 21-102, ending the State of Emergency related to COVID-19; and

WHEREAS, the TPA seeks to amend its Operating Procedures to require in person attendance at Governing Board and committee meetings, and to reduce the number of at-large number of Citizens Advisory Committee members; and

WHEREAS, Section 7. of the TPA operating Procedures provides:

These operating procedures may be amended at any meeting of the Governing Board by a majority vote of those Governing Board Representatives attending the meeting; provided, that the draft proposed amendment appears on the agenda and the draft proposal is included in the agenda package at least seven (7) days prior to the meeting. An amendment to a draft proposal taking place at a Governing Board meeting shall not require re-noticing of the proposal to amend these Operating Procedures; and

WHEREAS, the amendments adopted by this Resolution were posted in the TPA agenda package at least seven days prior to the meeting at which these amendments were adopted, and a majority vote of the Governing Board representatives was received in support of this Resolution and the amendments to the TPA Operating Procedures proposed by this Resolution; and

WHEREAS, the TPA Governing Board finds the adoption of this amendment to be in furtherance of the public interest,

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals ("WHEREAS" clauses) are hereby adopted, declared to be true and correct, and are incorporated herein.

SECTION 2. The TPA Governing Board hereby:

1. Approves the amendment to the Palm Beach TPA Operating Procedures incorporated herein and attached hereto as Exhibit A and incorporated herein by this reference. The amendment sets forth new text which is underlined and deletes existing text with ~~stricken~~ through language.

SECTION 3. In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Resolution, and this Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

SECTION 4. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March, 2024.

PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a PALM BEACH
TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea Reed,
as its Chair

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



PALM BEACH
Transportation
Planning Agency

Operating Procedures

Approved by TPA Board on ~~December 15, 2022~~ **March 21, 2024**

Mayor Chelsea Reed, TPA Chair

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Section 1. General Information

1.1 Purpose

The Palm Beach Transportation Planning Agency (TPA) Operating Procedures facilitate efficient conduct by the TPA as it collaboratively plans, prioritizes and funds a safe, efficient, connected, and multimodal transportation system for all of Palm Beach County.

1.2 Authority

The federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to designate a Metropolitan Planning Organization (MPO) to conduct a continuing, cooperative, and comprehensive transportation planning process that results in transportation plans and programs consistent with the comprehensively planned development of the metropolitan area. Pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.), the Palm Beach MPO, d/b/a the Palm Beach TPA is designated by Interlocal Agreement to serve as the federally mandated MPO for that part of the Miami Urbanized Area Transportation Management Area (TMA) within Palm Beach County (PBC).

1.3 Definitions

The following terms when used in these Operating Procedures shall be defined as set forth below, unless the context of usage affirmatively dictates to the contrary:

- A. TPA - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for that part of the Miami Urbanized Area Transportation Management Area (TMA) within Palm Beach County.
- B. Interlocal Agreement - The agreement executed by the Governor and units of general purpose local government representing at least 75 percent of the affected population in the Palm Beach County urbanized area which formally designates the TPA, as it may be amended from time to time.
- C. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA's actions and taking required actions as the TPA.
- D. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.
- E. Governing Board Representative - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board.

- F. Governing Board Alternate - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board in the event the Representative is not in attendance.
- G. TAC Member - A local government, airports, seaports, public transit agencies, the school superintendent or designee, and other entities as deemed appropriate by the TPA Governing Board.
- H. TAC Representative - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings. If a TAC Member has a TAC Representative and TAC Alternate, these terms are used interchangeably.
- I. TAC Alternate - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings in the event the TAC Representative is not in attendance.
- J. CAC Member - An individual nominated by a TPA Governing Board Member and appointed by the TPA Governing Board to represent the citizenry of Palm Beach County at CAC meetings.
- K. VZAC Member – A local government, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, or other entity as deemed appropriate by the TPA Governing Board.
- L. VZAC Representative - An individual nominated by the VZAC Member and appointed by the TPA Governing Board to represent the VZAC Member at VZAC meetings. If a VZAC Member has a Representative and Alternate, these terms are used interchangeably.
- M. VZAC Alternate - An individual nominated by the VZAC Member and appointed by the TPA Governing Board to represent the VZAC Member at VZAC meetings in the event the VZAC Representative is not in attendance.
- N. Quorum – A quorum of the TPA Board or any of its committees shall be constituted by a majority of Representatives (or Members, for the CAC). Only designated Representatives physically present shall count toward establishing a quorum unless the TPA is operating under Section 6. Emergency Powers.
- O. Robert's Rules of Order - Roberts Rules of Order, Newly Revised (10th Edition).
- P. Communications Media Technology - the electronic transmission of printed matter, telephone, audio, computer, full-motion video, freeze-frame video, compressed video, and digital video by any method available.

1.4 Interpretations

If any provision of these Operating Procedures conflicts with the Interlocal Agreement that designates the TPA, the Interlocal Agreement shall control. Furthermore, all provisions contained in these Operating

Procedures shall be interpreted to be consistent with applicable state and federal law and the TPA's Public Participation Plan (PPP). In the event of a conflict, state or federal law shall control.

1.5 Agency Clerk

- A. The Executive Director shall appoint a designated member of the TPA staff to serve, ex officio, as the Agency Clerk. Alternatively, the Executive Director may appoint the executive director to serve, ex officio, as the agency clerk. The duties and responsibilities of the agency clerk shall be to: maintain the official seal of the agency; index and file agency resolutions, orders, operating procedures, and official agency records; send notices of workshops and meetings; transcribe minutes of the Governing Board and committee and subcommittee meetings and workshops; maintain and be the custodian of agency files and records; make certifications of true copies and actions; attest to the signatures of MPOAC officers; and perform such other duties as determined by the executive director. See §339.175(2)(e), F.S.
- B. Upon completion of the preparation of an agenda for a meeting of the Governing Board, or any committee or subcommittee, the agency clerk shall make available the agenda for the meeting for distribution on request by any interested person who pays the reasonable cost for a copy of said agenda; to any person named in said agenda; and to any class of individuals to whom intended action is directed.
- C. The agency clerk shall give written notice of said meeting by all applicable members and the general public prior to any meeting or workshop of the Governing Board, the Executive Committee, or any other committee of the TPA. In addition, the agency clerk shall prepare and make available a copy of said notice or the agenda package: for distribution on request to any interested person who pays the reasonable cost for a copy of said notice; to any person named in said notice; to members of the applicable board or committee; and to any class of individuals to whom action is directed. Meeting notices should be advertised on the TPA web-site at least seven (7) days prior to any non-emergency meeting. All notices to members shall be sent to the official address of the member delegate and alternate delegate at such current address on file with the agency clerk. Agenda packages may be sent via e-mail.
- D. The agency clerk shall be responsible for coordinating responses for all public records.
- E. The agency clerk, or a person having custody of public records, may designate another officer or employee of the TPA to permit the inspection and copying of public records, but the agency clerk or other person having custody of a public record, must disclose the identity of the designee to the person requesting to inspect or copy public records. Accord, §119.07(1)(b), F.S.
- F. Photographing public records shall be done under the supervision of the agency clerk, who may adopt and enforce reasonable rules governing the photographing of such records. Photographing of public records shall be done in the room where the public records are kept. If, in the judgment of the agency clerk, this is impossible or impracticable, photographing shall be done in another room or place, as nearly adjacent as possible to the room where the public records are kept, to be determined by the agency clerk. Where provision of another room or place for photographing

is required, the expense of providing the same shall be paid by the person desiring to photograph the public record as provided by law. Accord, §119.07(3)(c) and (d), F.S.

- G. If the furnishing of a public record can be accomplished with little or no effort or cost to the TPA, the agency clerk is authorized to waive the collection of a fee for copying and providing the public record.
- H. The TPA shall prominently post the contact information for the agency's agency clerk and custodian of public records in the TPA's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website. The signage shall advise anyone requesting a public record to advise the agency clerk as custodian of public records of any request for a public record. See §119.12(2), F.S.

1.6 Agency Seal

The agency seal is hereby adopted. The seal shall consist of two concentric circles, one inside the other. In the center of the inner circle, the agency's logo shall be displayed, together with the words "OFFICIAL SEAL" set forth. Between the inner and outer circles shall be the agency name "Palm Beach Transportation Planning Agency".

Section 2. TPA Governing Board

2.1 Membership

- A. Number of Governing Board Members - The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.
- B. Representatives - Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The qualifications of Representatives shall be as specified in the Interlocal Agreement.
- C. Alternates - Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member's Representative is not in attendance.
- D. Term of Office - Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until their earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

2.2 Officers

- A. Officers - The officers of the TPA shall consist of a Chair, a Vice Chair, and three at-large Representatives of the Governing Board. Together, the officers shall be referred to as the Executive Committee. Not more than two of the officers may be County Commissioners.

- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year or earlier if desired by the TPA Governing Board. The newly elected officers shall take office on the first day of the following calendar year or earlier if desired by the TPA Governing Board. Additional elections may be held as necessary if an officer cannot carry out said officer's duties and complete the remainder of the appointed term.
- C. Officer Criteria - The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board.
- D. Terms of Office - The term of office for officers shall be until their successors take office as provided in Section 2.2.B.
- E. Duties of the Chair - The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting and sign official documents for the TPA. The Chair shall additionally approve the disbursement of funds for official business travel undertaken by TPA Governing Board members and other appointed officials, advisory committee members, interns and other authorized officials, provided the travel was authorized in advance and the requestor sought advanced registration discount rates, the most economical and efficient means to/from the travel occasion and reasonably priced lodging accommodations. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

The Chair shall serve as the TPA's Southeast Florida Transportation Council (SEFTC) and Metropolitan Planning Organization Advisory Council (MPOAC) Delegate. The Vice Chair shall serve as the TPA's SEFTC and MPOAC Alternate Delegate.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected from the remaining Representatives, including the at-large members of the Executive Committee, for the remainder of the term.

- F. Duties of the Executive Committee – The Executive Committee shall:
 - 1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
 - 2. Meet as necessary to review and recommend content related to TPA initiatives, updates to TPA policies and procedures, and or participate in TPA procurement selection committees as requested by the Executive Director;
 - 3. Meet annually to review the TPA Executive Director's performance, or as necessary to facilitate the process of hiring a new Executive Director; and
 - 4. Undertake other tasks as may be assigned by the Governing Board.
- G. Agency clerk - The TPA Executive Director shall act as the Agency Clerk pursuant to Section 339.175(2)(e), F.S.

2.3 Meetings

- A. Regular Meetings - Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. The Chair may cancel regular meetings should there be insufficient business on the TPA's tentative agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Workshops - Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the TPA Governing Board. No official actions may be taken at a workshop.
- D. Attendance - Each Representative shall be expected to attend each regular meeting in person. It shall be the obligation of the Representative to provide at least 24-hours advance notice to the TPA when the Representative will not be attending a meeting. It shall be the obligation of a Representative to provide reasonable notice to the Alternate when the Representative will not be attending a meeting. An absence without advance notice or without having an Alternate in attendance will be considered unexcused.

When a Representative or Alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the TPA Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or reappointment of the Governing Board Member's Representative.

- E. Agenda - The Executive Director, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a TPA Governing Board meeting shall be published on the TPA website seven (7) days prior to the meeting or as early as practicable. Only when extenuating circumstances warrant, a Representative, Alternate, or the TPA Executive Director may propose an additional item or a modification to the agenda at the commencement of a given meeting, subject to approval by a majority of the Representatives/Alternates at the meeting; provided that consideration of such item(s) is consistent with the TPA's PPP noticing requirements.

TPA advisory committee requests to add an item to a TPA Governing Board meeting agenda or to furnish work product (*e.g.*, written report, video, *etc.*) of a specific topic to the TPA Governing Board shall first be approved by the committee in the manner and format in which the matter should be presented.

Organizations wishing to make a presentation to the TPA Governing Board must contact the Executive Director at least ten (10) days prior to the meeting. The Executive Director shall consult with the Chair to determine if the presentation should take place during the public comment period or be added as a regular agenda item. Presentations added to the regular agenda shall be limited to ten (10) minutes or as allowed by the Chair.

Members of the public wishing to add an item to a future agenda must first request the item during a Board meeting by submitting a public comment. The Board will determine whether to add the item to a future meeting.

- F. Voting Procedures - The Chair and any Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Representatives must be physically present to vote unless a Representative is approved to participate remotely by the physically present Representatives. At any given meeting, if a Representative(s) is absent, the Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice, but the minutes shall contain sufficient detail to record the vote of each Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a Representative, or the TPA Executive Director. Pursuant to Section 339.175(13) F.S. a recorded roll call vote shall be taken for the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and any corresponding amendments. A tie vote shall be interpreted as a failure to pass.

Any Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those present at the meeting.

Board Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S., or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S. If a Representative/Alternate abstains from voting, the Representative/Alternate must declare the conflict at the introduction of the item and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA Agency Clerk within 15 days after the abstention occurs.

In the absence of any direction from these Operating Procedures or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting over any TPA Governing Board, advisory committee, subcommittee or ad hoc committee meeting. In the interest of efficiency or flexibility, a majority consensus of the TPA Governing Board may approve departures from Robert's Rules of Order.

Proxy and absentee voting are not permitted.

- G. Public Comment Procedures - All TPA Governing Board meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the Agenda during the General Public Comment period by providing a Speaker Card to the Executive Director or designee prior to the commencement of the meeting. Members of the public are allowed to speak on agenda

items following presentation of the item to the TPA Governing Board but prior to Representative discussion, by providing a Speaker Card to the Executive Director or designee prior to the presentation of the item. Public comment shall be limited to three (3) minutes. The deadlines for submitting a Speaker Card and time limits for public comment may be waived by the Chair.

- H. Florida's Open Meetings Law - Every Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current board items or other matters that may foreseeably come before the TPA Governing Board for action with other members outside of a noticed meeting.

2.4 TPA Board Committees

As necessary, the TPA Governing Board may establish a committee of Representatives and/or Alternates to investigate and report on specific subject areas of interest to the TPA Governing Board.

A TPA Board Committee shall consist of at least three (3) Representatives and/or Alternates. A majority of the committee members must be physically present for the committee to take formal action. The committee shall meet and establish a chair and vice chair. The chair or vice chair shall report to the TPA Governing Board at its next regular meeting on the committee's activities.

A TPA Board Committee's authority shall be limited to making recommendations regarding items to be considered by the TPA Governing Board.

2.5 TPA Advisory Committees and Ad Hoc Committees

The TPA Governing Board relies on the standing advisory committees as outlined below to review and make recommendations regarding items to be considered by the TPA Governing Board. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time; however, advisory committee members may serve on more than one ad hoc committee in addition to serving on an advisory committee.

- A. Technical Advisory Committee (TAC) - The TAC is comprised of representatives of local governments, airports, seaports, public transit agencies, the school superintendent or designee, and other entities as deemed appropriate by the TPA Board pursuant to Section 339.175(6)(d), F.S.
- B. Citizens Advisory Committee (CAC) - The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(e.)1., F.S. and other categories as identified by the TPA Governing Board.
- C. Vision Zero Advisory Committee (VZAC) – The VZAC is comprised of county and municipal planners, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, or other entity as deemed appropriate by the TPA Governing Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety.

From time to time, an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committee(s) on their activities at the next available meeting.

2.6 Transportation Disadvantaged Local Coordinating Board (LCB)

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership and conduct are established by separate by-laws adopted by the LCB.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

Section 3. Technical Advisory Committee (TAC)

3.1 Role and Function

Pursuant to Section 339.175(6)(d), F.S., the TAC provides technical review, comments and recommendations regarding items to be considered by the TPA Governing Board, including transportation plans, programs, studies, and other appropriate documents and regional transportation issues. The TAC addresses other matters and concerns when directed by the TPA Governing Board. It shall be the function of the TAC to provide technical review and make recommendations to the TPA Governing Board regarding:

- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Objective Scoring system used to rank project applications submitted for funding through the annual Local Initiatives (LI) Program and State Road Modifications Program (SRM);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

3.2 Membership

- A. Number of TAC Members - The number of TAC Members shall be as determined by the TPA Governing Board. An agency seeking membership on the TAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership in accordance with Section 339.175(6)(d), F.S. If FDOT seeks membership on the TAC, their Representative and Alternate would serve as a non-voting adviser.
- B. TAC Representatives - Each TAC Member shall nominate a TAC Representative by submitting a written nomination and a description of the individual's credentials to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time. The membership of the technical advisory committee must include, whenever possible, planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the MPO or the superintendent's designee; and other appropriate representatives of affected local governments.
- C. TAC Alternates - Each TAC Member may nominate a TAC Alternate(s) by submitting a written nomination and a description of the individual's credentials to the TPA for consideration and approval by the TPA Governing Board. The Alternate must meet the same qualifications as a TAC Representative. A TAC Alternate may serve as a TAC Representative for the TAC Member during any meeting, or portion of a meeting, where that TAC Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.
- D. Term Limits for TAC Representatives and Alternates - TAC Representatives and Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. TAC Representatives and TAC Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

3.3 Officers

- A. Officers - The officers of the TAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out their duties and complete the remainder of the appointed term.
- C. Terms of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside TAC meetings and sign official documents for the TAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected for the remainder of the term.

3.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the TAC agenda or an anticipated lack of quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) days of notice given prior to the meeting. Whenever possible, at least seven (7) days of notice shall be given prior to the meeting.
- C. Attendance - Each TAC Representative shall be expected to attend each regular meeting in person. It shall be the obligation of a TAC Representative to provide at least 24-hours advance notice to the TPA when neither Representative nor Alternate will be attending a meeting. An absence without advance notice will be considered unexcused.

TAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, TAC Members that do not have a TAC Representative for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

- D. Agenda - The TPA staff, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a TAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the TAC, at the request of a TAC Representative, TAC Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the TAC Representatives/Alternates voting at the meeting, provided that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

In the event a TAC member desires to have an item added to a TAC meeting agenda or to furnish work product (*e.g.*, written report, video, *etc.*) of a specific topic to the TAC, it shall first be approved by the TAC. The item or work product may be added as an agenda item to a future TAC meeting agenda by a TAC member first making the request at a TAC meeting during the member comments section. The TAC will determine whether to add the item or work product to a future meeting and the manner and format in which the matter should be presented.

Organizations wishing to make a presentation to the TAC, must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any TAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a TAC Representative(s) is absent, the TAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each TAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a TAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any TAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A TAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the TAC Members prior to the meeting. Any TAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting TAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

TAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S. or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S.

If a TAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- F. Public Comment Procedures - All TAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Executive Director's designee, prior to the commencement of, or during, the meeting. Members of the public may speak on agenda items following presentation of the item to the TAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes unless the Chair authorizes an extension of time.
- G. Florida's Open Meetings Law - Every TAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the TAC for action with other TAC Representatives outside of a noticed meeting.

Section 4. Citizens Advisory Committee (CAC)

4.1 Role and Function

Pursuant to Section 339.175(6)(e), F.S., the CAC reviews and makes recommendations regarding items to be considered by the TPA Governing Board with respect to the concerns of the various segments of the community regarding their transportation needs. It shall be the function of the CAC to provide citizens review and make recommendations to the TPA Governing Board regarding:

- Public Participation Plan (PPP) development, implementation and modification;
- Policies and/or Projects contained within the TPA's Long Range Transportation Plans (LRTP), Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

4.2 Membership

- A. Number of CAC Members - The CAC is comprised of up to twenty-three (23), and no less than eleven (11) CAC Members, representing a diverse segment of Palm Beach County's citizenry. Effective September 30, 2025, the CAC membership shall be comprised of up to twenty-one (21), and no less than eleven (11) CAC Members, representing a diverse segment of Palm Beach County's citizenry. During the period until September 30, 2025, there shall be one at-large appointee who shall be nominated and appointed to serve by the TPA Governing Board. Should either at large appointee resign, be removed from the CAC, or die, said at large appointee's position shall cease to exist and the total CAC membership shall be reduced accordingly.

CAC Members - Each TPA Governing Board Member may nominate one CAC Member via submittal of a written request to the TPA along with a concise summary of the nominee's credentials for consideration and approval by the TPA Governing Board. When nominating CAC Members, TPA Governing Board members shall ensure adequate representation for minorities, the elderly and the handicapped in accordance with F.S. 339.175, Section (6)(e)1. Additionally, TPA Governing Board member nominations shall promote representation for environmental issues, business interests, the construction and development industry, the freight and goods movements industry, and private transportation providers as well as the general public. All CAC Members shall be residents and electors of Palm Beach County. A CAC Member cannot be an elected official or directly employed by an elected official. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time. The TPA Governing Board shall have the authority to grant waivers to the CAC membership requirements.

- A. Term Limits for CAC Members - CAC Members shall serve at the pleasure of the TPA Governing Board for a three (3) year term. CAC Members may be reappointed by the TPA Governing Board.

4.3 Officers

- A. Officers - The officers of the CAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out their duties and complete the remainder of the appointed term.
- C. Terms of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside at CAC meetings and sign official documents for the CAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected for the remainder of the term.

4.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the CAC agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Attendance - Each CAC Member shall be expected to attend each regular meeting in person. It shall be the obligation of the CAC Member to provide at least 24-hours advance notice to the TPA when the Member will not be attending a meeting. An absence without advance notice will be considered unexcused.

CAC Members are expected to attend scheduled meetings on a regular basis. CAC Members shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings.

Additionally, when a CAC Member does not attend three (3) consecutive meetings for any reason, the TPA will send a letter to the CAC Member indicating the number of absences and requesting reaffirmation of the CAC Member's intent to serve on the committee.

- D. Agenda - The TPA staff, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any

backup material for a CAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the CAC a CAC Member, or the TPA Executive Director, may propose an additional item(s) be added to the agenda prior to adoption of the agenda for a given meeting. Additional of an item to the agenda is, subject to approval by a majority of the Members voting at the meeting; provided that consideration of such item(s) is consistent with the TPA's Public Involvement Plan noticing requirements.

In the event a CAC member desires to have an item added to a CAC meeting agenda or to furnish work product (*e.g.*, written report, video, *etc.*) of a specific topic to the CAC, it shall first be approved by the CAC. The item or work product may be added as an item to a future CAC agenda by a CAC member first making the request at a CAC meeting during the member comments section. The CAC will determine whether to add the item or work product to a future meeting agenda and the manner and format in which the matter should be presented.

Organizations wishing to make a presentation to the CAC must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any CAC Member may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda.

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each Member. A Roll Call vote shall be held upon the request of the Chair, a CAC Member, or the TPA Executive Director. A tie vote shall be interpreted as a failure to pass.

Any CAC Member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A CAC Member desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the CAC Members prior to the meeting. Any CAC Member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those voting Members present at the meeting. Proxy and absentee voting are not permitted.

CAC Members may not abstain from voting, unless the Member has a voting conflict of interest as defined by Section 112.3143, F.S., or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S.

If a CAC Member is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The member must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- F. Public Comment Procedures - All CAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Executive Director's designee, prior to the commencement of, or during, the meeting. Members of the public may

speaking on agenda items following presentation of the item to the CAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes unless the Chair authorizes an extension of time.

- G. Florida's Open Meetings Law - Every CAC Member shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the CAC for action with other CAC Members outside of a noticed meeting.

Section 5. Vision Zero Advisory Committee (VZAC)

5.1 Role and Function

The VZAC serves in an advisory capacity to the TPA Governing Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety, and to address other matters and concerns when directed by the TPA. It shall be the function of the VZAC to review and make recommendations to the TPA Governing Board regarding the non-motorized elements of:

- Objective Scoring system used to rank project applications submitted for funding through the annual Transportation Alternatives Program and project rankings;
- The TPA's Long Range Transportation Plans (LRTP), Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Other items of interest as determined by the TPA or the VZAC.

5.2 Membership

- A. Number of VZAC Members - The number VZAC Members for the TPA shall be as determined by the TPA Governing Board. An agency seeking membership on the VZAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership. If FDOT seeks membership on the VZAC their Representative and Alternate would serve as a non-voting advisor. The membership of the VZAC shall include representatives of local governments, law enforcement and fire rescue services, school district, health department, active transportation advocacy groups, and other entities as deemed appropriate by the TPA Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety.
- B. VZAC Representatives - Each VZAC Member shall nominate a VZAC Representative by submitting a written nomination and a description of the individual's credentials to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time.
- C. VZAC Alternates - Each VZAC Member may nominate a VZAC Alternate(s) with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and

approval by the TPA Governing Board. The VZAC Alternate must meet the same qualifications as a VZAC Representative. A VZAC Alternate may serve as a VZAC Representative for the VZAC Member during any meeting, or portion of a meeting, where that VZAC Member's Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.

5.3 Officers

- A. Officers - The officers of the VZAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out their duties and complete the remainder of the appointed term.
- C. Term of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside at VZAC meetings and sign official documents for the VZAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected for the remainder of the term.

5.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the VZAC agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Attendance - Each VZAC Representative shall be expected to attend each regular meeting in person. It shall be the obligation of a VZAC Representative to provide notice to the TPA when neither a Representative nor Alternate will be attending a meeting. An absence without advance notice will be considered unexcused.

VZAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, VZAC Members that do not have a VZAC Representative for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

- D. Agenda - The TPA staff, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a VZAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting or as early as practicable. When good cause is shown in the judgment of the VZAC, at the request of a VZAC Representative, Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the VZAC Representatives/Alternates voting at the meeting; provided, that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

In the event a VZAC member desires to have an item added to a VZAC meeting agenda or to furnish work product (*e.g.*, written report, video, *etc.*) of a specific topic to the VZAC, it shall first be approved by the VZAC. The item or work product may be added as an item to a future VZAC meeting agenda by a VZAC member first making the request at a VZAC meeting during the member comments section. The VZAC will determine whether to add the item or work product to a future meeting agenda and the manner and format in which the matter should be presented.

Organizations wishing to make a presentation to the VZAC must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any VZAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a VZAC Representative(s) is absent, the VZAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each VZAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a VZAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any VZAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A VZAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the VZAC Members prior to the meeting. Any VZAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting VZAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

VZAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S., or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S.

If a VZAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- F. Public Comment Procedures - All VZAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Director's designee, prior to the commencement of, or during the meeting. Members of the public may speak on agenda items following presentation of the item to the VZAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes, unless the Chair authorizes an extension of time.
- G. Florida's Open Meetings Law - Every VZAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the VZAC for action with other VZAC Representatives outside of a noticed meeting.

Section 6. Emergency Powers

6.1 Applicability

In the event that an emergency prevents the TPA from conducting a board or committee meeting consistent with these Operating Procedures, the following emergency powers are established.

6.2 Virtual Meetings

If the TPA Governing Board, or any of its committees, is permitted by law, executive order, or similar action to conduct a meeting with a quorum of the Governing Board or TPA committee established virtually, the TPA shall conduct these meetings utilizing communications media technology.

Public notice of these meetings shall be provided consistent with the TPA's PPP and with state law, shall include instructions to access the public meeting via communications media technology and shall name locations, if any, where communications media technology shall be available for use by the public.

The public meeting shall provide the opportunity for public comment, and all comments, evidence, testimony, or written submissions shall be afforded equal consideration. The notice of the public meeting shall include instructions regarding how members of the public may submit written documents, written comments, written questions before the meeting or verbal comments or questions to be presented during the public meeting.

6.3 Emergency Approvals

In the event that the TPA is not able to conduct a board meeting consistent with these Operating Procedures or using communications media technology, and the TPA is required to take an immediate action approving or amending one of its essential documents (LRTP, Priority Project List, TIP, UPWP, etc.) or executing an implementing agreement or application for one of its essential documents, the TPA

Chair (or Vice Chair in the absence of the Chair), upon consultation with the Executive Director and TPA General Counsel, is hereby authorized to approve or amend the essential document and/or execute the implementing agreement or application on behalf of the TPA.

The TPA Executive Director is authorized to submit any documents approved under this emergency authority to the Florida Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration as necessary along with documentation of the TPA's inability to conduct a TPA Board meeting consistent with these Operating Procedures or using communications media technology.

Any documents approved under this emergency authority shall be presented to the TPA Board at its next Board meeting for endorsement or modification, provided that the action taken using the emergency authority is able to be modified. The TPA will also provide opportunity for public review and comment at that time in a manner consistent with the PPP.

Section 7. Amendments

These operating procedures may be amended at any meeting of the Governing Board by a majority vote of those Governing Board Representatives attending the meeting; provided, that the draft proposed amendment appears on the agenda and the draft proposal is included in the agenda package at least seven (7) days prior to the meeting. An amendment to a draft proposal taking place at a Governing Board meeting shall not require re-noticing of the proposal to amend these Operating Procedures.

TPA RESOLUTION 2024-XX

A RESOLUTION OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AND ADOPTING THE REVISED PALM BEACH TPA FINANCIAL POLICIES ATTACHED AS EXHIBIT “A”.

WHEREAS, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the TPA Governing Board adopted Financial Policies to ensure the TPA’s financial practices and internal controls are consistent and compliant with federal and state statutes; and

WHEREAS, the TPA’s Financial Policy has been revised to remain consistent with current legal and state standards.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby:

1. Approves the revised TPA Financial Policies attached hereto as “Exhibit A” and by reference is incorporated herein, including:
 - a. The Schedule of Expenditures of Federal Awards (SEFA) will be drafted by the Certified Public Accounting (CPA) firm contracted by the agency.
 - b. The TPA Finance Department shall conclude the transactions and close the books for each calendar month by the 15th day of the following calendar month.
 - c. The Executive Director has binding signature authority and is authorized to execute agreements up to \$35,000.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March 2024.

PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a PALM BEACH
TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea Reed, TPA Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruth Del Pino, TPA Agency Clerk

Paul Gougelman, TPA General Counsel



1.H.7b

FINANCIAL POLICIES

ADOPTED JUNE 16, 2022

LAST AMENDED September 21, 2023

DRAFT AMENDMENT March 21, 2024



PALM BEACH
Transportation
Planning Agency

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APPENDICES

Appendix A – Acronyms

Appendix A – Resolution Adopting the TPA Financial Policies

INTRODUCTION

The Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA or MPO), serves as the designated Metropolitan Planning Organization to administer the federally mandated transportation planning process for all of Palm Beach County. The TPA is part of a larger South Florida urbanized area referred to as the Miami FL Urbanized Area (UZA) that also includes the Miami-Dade Transportation Planning Organization (TPO) and the Broward MPO.

The TPA's mission to collaboratively plan, prioritize and fund the transportation system is carried out pursuant to 23 United States Code (U.S.C.) §134, 49 U.S.C. §5303, 23 Code of Federal Regulations (C.F.R.) §450 Subpart C, and Section 339.175, Florida Statutes (F.S.).

Mission

To collaboratively plan, prioritize, and fund the transportation system

Vision

A safe, efficient, and connected multimodal transportation system

The TPA receives funding from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (CTD), Palm Beach County, and local Palm Beach County municipalities and is therefore subject to Generally Accepted Accounting Principles (GAAP), Defense Contract Audit Agency (DCAA), Federal Single Audit Requirements, and 2 CFR part 200 regulations.

GAAP, Federal Single Audit, and DCAA Compliance requirements stipulate the importance of sound internal controls, clear governance, and effective financial reporting to ensure the protection and effective use of public tax dollars.

The TPA operates on a July 1 through June 30 fiscal year.

The TPA is funded via a reimbursement program with FDOT. FDOT serves as the direct recipient of federal funds and passes those funds through to the TPA. This funding relationship requires the TPA to expend the dollars first and then submit a reimbursement report to FDOT. The TPA compiles the expenditures, activities, and a progress report, followed by a reimbursement request to FDOT for processing.

The TPA Financial Policies codify the requirements, expectations, and reporting to be delivered by TPA staff and ensure compliance with all federal and state regulations for financial controls.

Unified Planning Work Program

The TPA is funded via the agency's two (2) year Unified Planning Work Program (UPWP) which serves as the TPA's plan of operations and budget and identifies the agency's transportation planning activities for the two-year period. The UPWP is approved by the TPA Governing Board and approved by FDOT, FHWA, and FTA as required. The UPWP is guided by the TPA's vision of a safe, efficient, and connected multimodal

transportation system. The UPWP includes a description of planning work and resulting products, responsible agencies, schedules, costs, and funding sources.

Annual and multi-year activities, deliverables, and estimated completion dates are identified within each task. Each task is budgeted individually with funding amounts identified by source.

The UPWP consists of the following tasks:

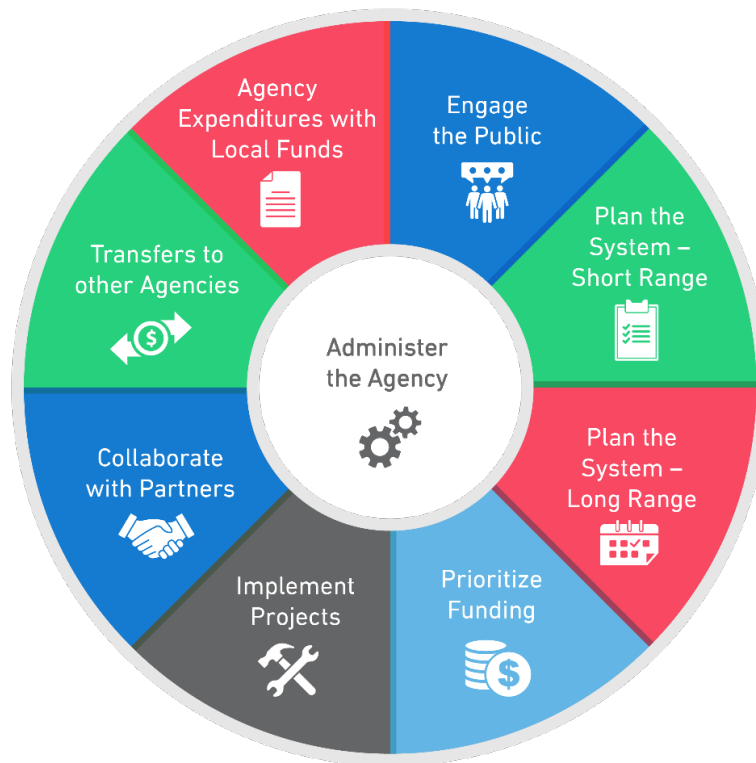


Figure 1. Required Activities

Procurement Policy

The TPA has adopted the TPA Procurement Policy which directs the procurement of goods and services and maintains compliance with 2 CFR Part 200 requirements for the agency.

Planning Area

The TPA is part of the Miami FL UZA/TMA with the primary planning area being the whole of Palm Beach County as identified in **Figure 1**.

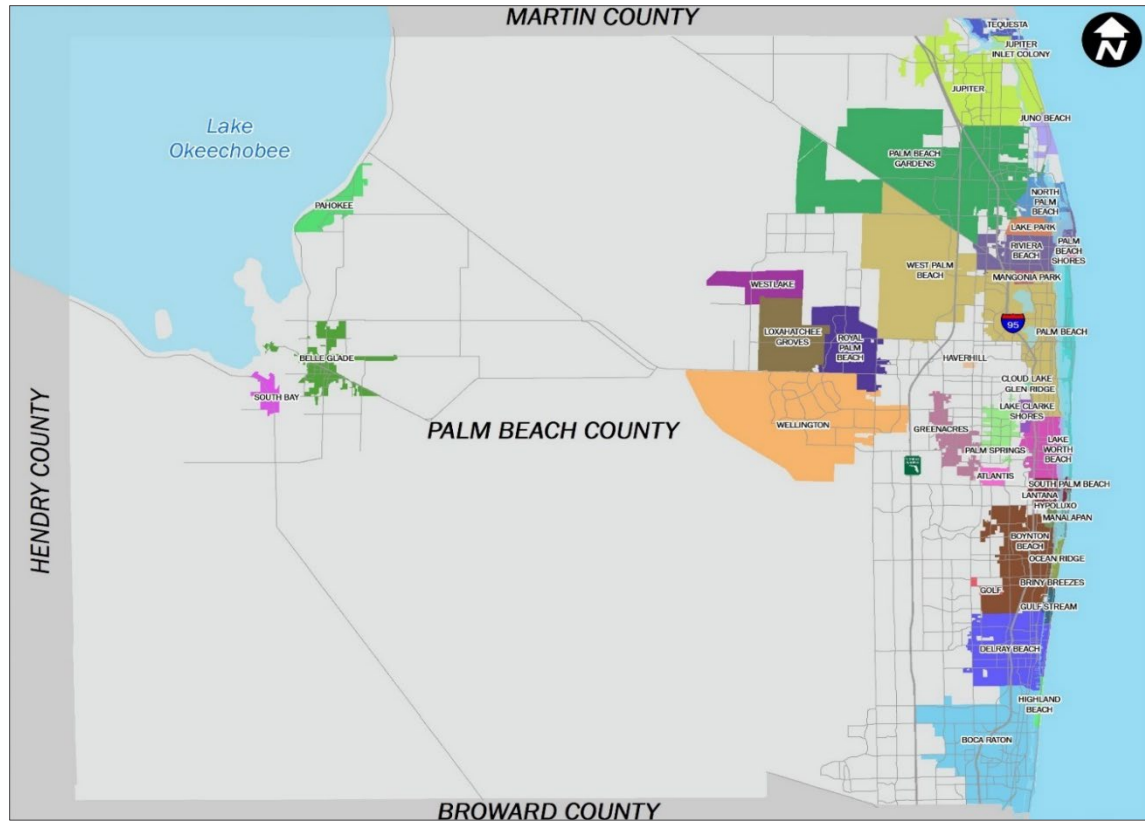


Figure 2. Palm Beach TPA Planning Area

Public Participation Process

The TPA prioritizes public engagement to promote greater awareness of TPA functions and increase information and analysis of TPA projects and programs. The TPA presents at public meetings, participates in outreach events, and provides comprehensive information on the TPA's website (PalmBeachTPA.org) and social media platforms.

The TPA's Public Participation Plan (PPP) guides the process to provide complete information, timely public notice, full public access to key decisions, and support for early and continued involvement.

STAFF RESPONSIBILITIES & ROLES

Executive Director

Directs the activities and efforts of TPA staff with final authority on all policy, procedure, accounting functions, personnel decision-making, bid/no bid decisions, investments, banking, and finance. The Executive Director has final authority on all Agency matters subject to policies and decisions of the TPA Governing Board. The Executive Director has binding signature authority and is authorized to execute agreements up to \$325,000.

Finance & Operations Manager

Directs the Finance Department in financial management, accounting, budgeting, procurement, grant compliance, investment, reporting, grant reimbursement submission, audit, payroll execution, benefits and retirement, IT, and operational activities necessary to support the TPA in delivering the Metropolitan Planning Process for Palm Beach County. The Finance & Operations Manager drafts the necessary policies and procedures to maintain federal, state, and local grant funding compliance. The Finance & Operations Manager is further authorized to release payments upon Contract Manager approval.

Procurement & Contracts Coordinator

Member of the Finance Department supporting the Finance & Operations Manager in procurement, purchasing, contract management, cost proposals, grant compliance, asset management coordination, and grant reimbursement reviews.

Financial Accounting Specialist

Member of the Finance Department supporting the accounting, financial reporting, audit, payroll, travel, mileage, and grant reimbursement preparation.

Contract Manager

The Executive Director or staff member authorized by the Executive Director to manage the efforts of a contract or work order. The Contract Manager is responsible for verifying invoices, funds expended, funds remaining, assessing work progress, and approving the satisfactory delivery of the goods or services in the assigned agreement.

Receiver

TPA staff member other than the staff member executing payment for the goods or services. Members of the Finance Department shall not be the receiver.

Human Resources Representative

Responsible for administering personnel policies and procedures, which includes recruitment correspondence, reference checks, employee policy manual updates/revisions, employee onboarding, terminations, employer legal compliance, and timesheet policy guidance. Regularly available point of contact for all employees on HR matters.

Custodian

Responsible for the custody and control of assets assigned to their respective department.

Depositor

Staff member charged to deposit funds for the TPA. This may be any member of the Finance Department or the Executive Director.

FINANCIAL REPORTING

The TPA is required to administer funding, monitor progress, deliver activities, and report the financial outcomes and expenses as directed by the adopted UPWP.

TPA staff shall provide a quarterly fiscal report to the TPA Governing Board. The fiscal report shall include at minimum current budget vs submitted grant reimbursements and travel reports.

The TPA shall obtain the services of and fully cooperate with an external auditor to provide an annual single audit of TPA grant funded programs as required by federal and state statutes.

The Executive Director shall share audit findings and provide a report on the status of corrective actions to the-TPA Governing Board after the completion of each agency audit.

FINANCIAL POLICIES**Fraud, Waste, and Abuse**

Fraud, Waste, and Abuse are known areas of exploitation of federal, state, and other sources of public funding. Government Auditing Standards require the implementation of sufficient internal controls to mitigate and resolve all instances of potential or actual Fraud, Waste, and Abuse.

Policy

TPA Leadership is responsible for the prevention, detection, investigation, and correction of all instances of Fraud, Waste, and/or Abuse.

TPA Leadership shall take all measures necessary to ensure that staff are free to report any concerns they may have without fear of prejudice or harassment.

The TPA will not tolerate fraud, impropriety or dishonesty and will investigate all instances of suspected fraud, impropriety, or dishonest conduct by TPA staff, officials, or external organizations (contractor or client). An investigator assigned by the Executive Director shall conduct related fact-finding and issue an investigative report unless an external investigating body with jurisdictional authority conducts fact-finding.

The TPA employs a zero-tolerance attitude to criminal breaches of business practices which may be reported to the appropriate law enforcement authorities.

The TPA will take action – including dismissal, civil prosecution, and/or seeking criminal prosecution - against any member of staff defrauding (or attempting to defraud) the TPA, other TPA staff, TPA clients or contractors.

The TPA will take action - including civil prosecution or seeking criminal prosecution - against external organizations defrauding (or attempting to defraud) the TPA, TPA staff in the course of their work, TPA clients or contractors.

The TPA will co-operate fully with an external investigating body.

The TPA will always seek to recover funds lost through fraud.

All frauds will be recorded and reported to the TPA's External Auditor.

Grant Expense Reporting

The TPA will review the latest Compliance Supplement to determine that the applicable compliance requirements are properly controlled for in accordance with Part 6 of the most recently issued Compliance Supplement.

The TPA shall maintain grant funds separately within the accounting system for each funding program.

TPA staff shall designate purchases, contracts, agreements, and work orders eligible for grant reimbursement during procurement, contract execution, and work order issuance phases.

TPA staff shall include at minimum the following information for grant expense records:

Vendor Name, Invoice Number, Amount, Service Period, Fiscal Year, Payment Date, UPWP task, Expense Approval, Check #, Voucher # or Credit Card Account #, Payment Record, Procurement Reference, Work Order Reference, Purchase Request Form, or Purchase Order, as applicable.

TPA staff shall record grant expenditures in the correct accounting fund. Errors shall be corrected in a timely manner via corrected payment release form, journal entry, or written communication by the Finance & Operations Manager.

TPA staff shall prepare grant progress reports within 30 days of period closure.

TPA staff shall compile, review, and submit grant reimbursement reports within 90 days of period closure.

TPA staff shall maintain complete records of all Grant Expenses for audit purposes for a period of at least five (5) non-calendar years after the closure of the grant.

TPA staff shall complete the Schedule of Expenditures of Federal Aid Report (SEFA) and all supporting documents, ledgers, and reports by August 31 each year. The Schedule of Expenditures of Federal Awards (SEFA) will be drafted by the Certified Public Accounting (CPA) firm contracted with the agency. Prior to submission, the Finance & Operations Manager will formally review the SEFA prepared by the CPA firm to ensure the schedule is not misstated. TPA Personnel will document this process by preparing a dated and signed form confirming review and approval. This form and all supporting documents, ledgers, and reports will be signed by the CPA firm, the Finance & Operations Manager, and the Executive Director by August 31 each year.

A copy of all grant audits and monitoring reports shall be made available to the TPA Governing Board.

The Executive Director shall establish policies and procedures relating to grant applications and related award agreements, accounting, indirect costs, and Single Audit requirements. The TPA will review each expenditure charged to each grant to ensure that the indirect expenses chargeable to the applicable grants will be done so in accordance with the specific agreements and the Uniform Guidance.

Time and Effort Reporting

All TPA staff members shall complete a timesheet that accurately details their daily efforts including time worked by task and any unpaid leave. The staff member shall account for 100% of scheduled work hours within a pay period, including both paid and unpaid hours regardless of standard workday duration.

TPA staff shall date and sign their timesheets and submit their timesheets to their respective supervisors for approval. Erroneous or rejected timesheets shall be returned to the staff member for prompt correction or revision and resubmission.

Timesheets shall be approved prior to payroll execution. The Executive Director's timesheets shall be reviewed and approved by the TPA Governing Board Chair or Vice-Chair in advance of payment.

Asset Management

All TPA staff have a fiduciary responsibility to the citizens of Palm Beach County to safeguard the TPA's assets. The Executive Director shall establish sufficient controls to protect public funds and property from theft, damage, misuse, or other potential loss.

The TPA shall tag newly acquired assets with an acquisition cost exceeding \$5,000 and a useful life greater than one (1) non-calendar year. Additional items to be barcoded regardless of their value include controlled items such as overhead projectors, printers, televisions, DVD players, video cameras, digital cameras, PCs, monitors, laptop computers, tablets, two-way radios, and any item which may be easily stolen.

The TPA shall maintain a record of all capital assets with unique assets numbers, purchase information, and location information.

The TPA shall conduct a physical inventory annually for all inventoriable assets. The physical inventory shall record a minimum of all quantities and locations of inventoried assets.

The TPA shall coordinate repairs, donation, destruction, transfer, theft, sale, abandonment, or disposition of assets in accordance with the TPA Procurement Policy and as directed by the Finance & Operations Manager.

Checks, Vouchers, and Cash Receipts

TPA staff shall safeguard all checks, vouchers, and cash receipts at all times with a clear chain of custody and storage of payments in locking safe equipment.

TPA staff shall deposit funds as soon as practicable.

TPA staff shall deposit all checks, vouchers, and cash within three (3) TPA working days of receipt.

TPA staff shall deposit checks and vouchers in excess of \$10,000 on the date of receipt.

TPA staff shall record receipt of payment and deposit of funds within the accounting system as soon as practicable but no later than the month end closing procedures.

Bank Account Reconciliations

TPA staff shall reconcile each TPA bank account by the 15th day of the following month. Bank discrepancies will be communicated to the Finance & Operations Manager or Executive Director for resolution with the bank within five (5) TPA working days of the bank reconciliation. Posting discrepancies will be documented and corrected in the accounting system within five (5) TPA working days of the bank reconciliation.

Accounting Period Closing Activities

The TPA Finance Department shall conduct accounting on a modified accrual schedule in accordance with all DCAA, GAAP, and 2 CFR 200 requirements.

The TPA Finance Department shall conclude the transactions and close the books for each calendar month by the ~~15~~²⁰th day of the following calendar month.

The TPA Finance Department shall provide quarterly fiscal reports to the TPA Governing Board by the end of the following quarter.

The TPA Finance Department shall provide an audited annual financial report to the TPA Governing Board.

Monthly Period Reporting

The TPA Finance Department shall transmit monthly financial reports to the Executive Director by the last day of the following month. The reports shall include but not be limited to the following:

- Accounts Payable Aging Report
- Accounts Receivable Aging Report
- Budget vs Expense Reports by fund source
- Non-Reimbursable Expenses Report
- Unbilled Receivables Report
- Contract Status Reports for contracts exceeding \$~~3~~²⁵,000 annually
- Journal Entries for Authorization Report including at a minimum the following:
 - Month-end accrual entries
 - Staffing charges allocations
- Bank Reconciliation Report
- Procurement Report
- Available Funding Report

Annual Period Reporting

The TPA Finance Department shall transmit annual financial reports to the Executive Director by the last day of August. The reports shall include but not be limited to the following:

Accounts Payable Aging Report
 Accounts Receivable Aging Report
 Budget vs Expense Reports by fund source
 Non-Reimbursable Expenses Report
 Unbilled Receivables Report
 Contract Status Reports for contracts exceeding \$325,000 annually
 Schedule of Prepaid Expenses
 Schedule of Accrued Payroll Liabilities (end of year)
 Accrued Wages
 Accrued Sick, Vacation, Comp Time, Holiday Pay
 Accrued Tax Obligations – Social Security & Medicare
 Accrued Fringe Benefit Obligations – 457b & FRS
 Schedule of Compensated Absence Obligations - Vacation, Sick and Comp Time
 Asset Additions and Disposals Report
 Journal Entries for Authorization Report including at a minimum the following:
 Year-end expense accrual entries
 Year-end accrued wages
 Booked vs Billed Report
 Schedule of Expenditures of Federal Aid Report (SEFA)
~~Investments Report~~

Budgeting

The TPA Governing Board shall consider for approval the UPWP as a two (2) fiscal year period with operating budgets for each fiscal year that projects income and expenses as well as provides for programs and support services as outlined in the work plan for the year.

TPA staff shall determine available funding for the upcoming UPWP cycle in coordination with FHWA, FDOT, FTA, and local funding partners.

TPA staff shall develop the UPWP inclusive of Federal and State planning requirements, TPA Governing Board directed activities, and staff identified projects necessary to deliver the Metropolitan Planning Process.

TPA staff shall present a draft UPWP and seek comment from the TPA Governing Board, advisory committees, FHWA, FTA, FDOT, and the public.

TPA staff shall incorporate comments as deemed feasible, eligible, and acceptable to the TPA Governing Board.

The TPA Governing Board will approve the ~~annual~~ two-year budget prior to the start of the first fiscal year.

TPA staff may make administrative modifications in coordination with FDOT, FTA and FHWA to deliver the work program adopted as the UPWP.

TPA staff shall prepare and coordinate draft UPWP amendments with FDOT, FTA and FHWA as required and present amendments for adoption by the TPA Governing Board.

Budget Timeline

The Budget Timeline is aligned with FDOT's guidance on the UPWP development process. The Budget Timeline for federal funding is completed every two years during the creation of the two-year UPWP.

November – TPA Finance Department completes Draft Revenue Forecast

~~December~~ January – TPA Finance Department completes Carry-Forward Estimations of funding not spent in the two-fiscal year budget

~~December~~ January – TPA Finance Department completes personnel, direct and travel, transfers to other agencies, and consultants expense forecasts

~~January 8~~ February – TPA staff completes review of UPWP tasks and activities

~~January 15~~ February – Draft UPWP ready for TAC, CAC, and VZAC agendas

March – Draft UPWP sent to FDOT for review

~~February~~ March/April – Draft UPWP presentations to TPA Governing Board and advisory committees; submission to FHWA, FTA and FDOT; and open for public comment

March/April– Incorporation of UPWP comments from TPA committees and FDOT.

April/May – Final UPWP Adoption by TPA Governing Board

June – FDOT authorizes FDOT/TPA Agreement for federal funds

Authorizations

The TPA Governing Board authorizes and directs the Executive Director to manage the TPA in accordance with the approved UPWP and included annual operating budgets. Programmatic, scope, or operational changes that may have a material impact on the UPWP shall be reviewed by the TPA Governing Board between budget cycles and may lead to a budget amendment or administrative modification as required by FDOT's MPO Handbook and UPWP Guide.

The Executive Director is authorized to execute administrative modifications as defined herein.

The Executive Director is authorized to modify links, references, and procedures to maintain compliance with this adopted policy without approval from the TPA Governing Board.

DEFINITIONS

Abuse – The excessive or improper use of government resources, including position and authority.

Bank Statement – List of all transactions for a bank account over a set period (usually monthly 1st - 31st but may be at any time through the month)

Conflict of Interest – A conflict of interest exists if there is "any matter that the public officer knows would inure to his or her special private gain or loss." "'Special private gain or loss' means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the

measure affects a class that includes the officer, his or her relative, business associate, or principal." F.S. §112.3143.

Embezzlement – The fraudulent taking of personal property with which one has been entrusted, especially as a fiduciary. The criminal intent for embezzlement — unlike larceny and false pretenses — arises after taking possession (not before or during the taking).

Expense Approver – The Executive Director has ultimate authority to approve or delegate the approval of expenses. The Executive Director may delegate contracts, work orders, or purchases to TPA staff to manage and approve. All invoices for services or goods shall be submitted to the Executive Director or the delegated staff member. The Finance & Operations Manager is authorized to execute payments upon the authorization of the Executive Director or delegated staff member.

Fraud – A knowing misrepresentation or knowing concealment of a material fact, or the use of some other deceptive scheme, made to induce another to act to his or her detriment. Fraud is usually a tort, but in some cases (especially when the conduct is willful) it may be a crime. It is any *kind of artifice by which another is deceived*. Hence, all surprise, trick, cunning, dissembling, and other unfair way that is used to cheat anyone, is to be considered as fraud." John Willard, *A Treatise on Equity Jurisprudence* 147 (Platt Potter ed., 1879). It also may be a reckless misrepresentation made without justified belief in its truth to induce another person to act, or a tort arising from a knowing or reckless misrepresentation or concealment of material fact made to induce another to act to his or her detriment. Additional elements in a claim for fraud may include reasonable reliance on the misrepresentation and damages resulting from this reliance. Thus, 'fraud' at common law is a false statement ...', but fraud in equity has often been used as meaning unconscientious dealing.

General Ledger – Listing of all accounts, transactions, and account balances within the TPA's Accounting System.

Investigator – Individual appointed by the Executive Director to conduct an investigation of alleged Fraud, Waste, and/or Abuse. The Investigator shall have open access to all files that the Investigator deems necessary to fully investigate the matter, authorization to conduct interviews, and full access to the TPA's Legal Counsel during the course of the investigation.

Key Person – A key person is specified in the application or federal award. For the purposes of the UPWP, a key person is the MPO's staff director per FDOT's UPWP Guide.

Metropolitan Planning Process – A continuing, cooperative, and comprehensive performance-based multimodal transportation planning process, including the development of a metropolitan transportation plan and a Transportation Improvement Program, that encourages and promotes the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible pedestrian walkways, bicycle transportation facilities, and intermodal facilities that support intercity transportation, including intercity buses and intercity bus facilities and commuter vanpool providers) fosters economic growth and development, and takes into consideration resiliency needs, while minimizing transportation-related fuel consumption and air pollution; and encourages continued development and improvement of metropolitan transportation planning processes guided by the planning factors set forth in 23 U.S.C. 134(h), 49 U.S.C. 5303(h) and 23 CFR 450.300.

Misappropriation – 1. The application of another's property or money dishonestly to one's own use. See Embezzlement. 2. The doctrine giving rise to such a tort claim. 3. To put property or funds over which a person has been entrusted to wrongful use.

MPO – A Metropolitan Planning Organization.

Payment Date – The date the payment was initiated to the vendor.

Payment Record – A payment record may be a voucher payment receipt, invoice marked “Paid”, Credit Card Statement or Vendor receipt.

Public Officer – Any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

Reconcile – Process of review, comparison, and verification of financial transaction records in the TPA Accounting System’s general ledger with the statement(s) from the bank institution.

Reconciliation Report – Series of documents including the Reconciliation Summary and the Reconciliation Detail that are issued through the TPA Accounting System recording the completion of reconciliation activities.

SEFA – Schedule of Expenditures of Federal Awards required to be completed by the TPA and included in the Single Audit proceedings.

Service Period – The date or date range in which the services were provided to the TPA.

Supporting Documents – Documents detailing deposit or expense transaction that has been verified and signed by an approving authority.

Theft – The excessive or improper use of government resources, including position and authority.

TIP – The Transportation Improvement Program is a prioritized listing/program of transportation projects covering a period of four (4) years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C., title 49 U.S.C. chapter 53 and CFR 450.104.

TPA – The Palm Beach Transportation Planning Agency.

UPWP – Unified Planning Work Program constituting the TPA’s 2-year budget and operating plan.

UPWP Amendment – UPWP Amendments are required for the following actions per 2 CFR 200.308 and 49 CFR 18.30:

- a. Any revision resulting in the need to increase the UPWP budget ceiling by adding new funding or reducing overall approved funding;
- b. Adding new or deletion of tasks/subtasks;
- c. Change in the scope or objective of the program/task even if there is no associated budget revision (this also applies to when a task scope changes);

- d. A transfer between tasks/sub-tasks that exceeds a combined amount equal or greater than \$100,000 OR 10 percent of the total budget, whichever is more restrictive;
- e. Reducing the budget of a task/sub-task more than 50 percent, or to the point a task/sub-task could not be accomplished as it was originally approved;
- f. Change in key person;
- g. Extending the period of performance past the approved work program period (*i.e.*, no-cost time extension);
- h. Sub awarding, transferring, or contracting out any of the activities in the UPWP;
- i. The disengagement from a project for more than three (3) months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator; and
- j. The inclusion of costs that require prior approval (*e.g.* - capital and equipment purchases \$5,000 and above per unit cost).

Waste – The intentional or unintentional, thoughtless or careless expenditure, consumption and management of government resources.

APPENDIX A

Acronyms

Acronym	Definition	Acronym	Definition
ACES	Automated/Connected/Electric/Shared-Use Vehicles	FY	Fiscal Year
ADA	Americans with Disabilities Act	GIS	Geographic Information System
AV	Automated Vehicles	LCB	Local Coordinating Board
BMPO	Broward Metropolitan Planning Organization	LI	Local Initiatives
CAC	Citizen's Advisory Committee	LLC	Limited Liability Company
CFR	Codes of Federal Regulation	LOPP	List of Priority Projects
CMP	Congestion Management Process	L RTP	Long Range Transportation Plan
COOP	Continuity of Operations Plan	MDTPO	Miami-Dade Transportation Planning Organization
CPG	Consolidated Planning Grant	MOU	Memorandum of Understanding
CTC	Community Transportation Coordinator	MPO	Metropolitan Planning Organization
CTD	Commission on Transportation Disadvantaged	MPOAC	Metropolitan Planning Organization Advisory Council
CV	Connected Vehicles	PBAU	Palm Beach Atlantic University
DBE	Disadvantaged Business Enterprise	PBC	Palm Beach County
ERC	Electronic Review Comments	PBCHD	Palm Beach County Health Department
ETDM	Efficient Transportation Decision Making	PBSC	Palm Beach State College
FAST	Fixing America's Surface Transportation	PD&E	Project Development and Environment
FAU	Florida Atlantic University	PEA	Planning Emphasis Areas
FDEP	Florida Department of Environmental Protection	PL	Metropolitan Planning
FDOT	Florida Department of Transportation	PM	Performance Measures
FEC	Florida East Coast	PPP	Public Participation Plan
FFY	Federal Fiscal Year	RTP	Regional Transportation Plan
FHWA	Federal Highway Administration	SEFTC	Southeast Florida Transportation Council
FTA	Federal Transit Administration	SERPM	Southeast Florida Regional Planning Model
FTP	Florida Transportation Plan	SFRPC	South Florida Regional Planning Council
SFRTA	South Florida Regional Transportation Authority	TDSP	Transportation Disadvantaged Service Plan

Acronym	Definition	Acronym	Definition
SHSP	State's Strategic Highway Safety Plan	TIP	Transportation Improvement Program
SIS	Strategic Intermodal System	TMA	Transportation Management Area
SRM	State Road Modifications	TPA	Transportation Planning Agency
STBG	Surface Transportation Block Grant (SU)	TPO	Transportation Planning Organization
TA	Transportation Alternatives	TRIP	Transportation Regional Incentive Program
TAC	Technical Advisory Committee	TSP	Transit Signal Priority
TCRPC	Treasure Coast Regional Planning Council	UPWP	Unified Planning Work Program
TD	Transportation Disadvantaged	UZA	Urbanized Area
TDP	Transit Development Plan	VZAC	Vision Zero Advisory Committee

APPENDIX B

Resolution Adopting the TPA Financial Policies

TPA RESOLUTION 2023-16

**A RESOLUTION OF THE PALM BEACH TRANSPORTATION
PLANNING AGENCY (TPA) APPROVING AND ADOPTING
THE REVISED PALM BEACH TPA FINANCIAL POLICIES
ATTACHED AS EXHIBIT "A".**

WHEREAS, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the TPA Governing Board adopted Financial Policies to ensure the TPA's financial practices and internal controls are consistent and compliant with federal and state statutes; and

WHEREAS, the TPA's Finance Department Senior Accountant position title has been revised to Financial Accounting Specialist to better reflect the position's duties.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby:

1. Approves the revised TPA Financial Policies including the TPA Finance Department's current positions attached hereto as "Exhibit A."

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by Shelly Petrolia who moved its adoption. The motion was seconded by Deandre Poole and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21 day of September 2023.

PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a PALM BEACH
TRANSPORTATION PLANNING AGENCY

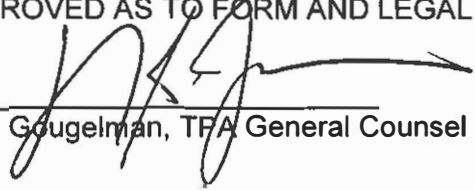
By: 
Mayor Chelsea Reed, TPA Chair

ATTEST:



Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Paul Gougelman, TPA General Counsel

TPA RESOLUTION 2024-XX

**A RESOLUTION OF THE PALM BEACH TRANSPORTATION
PLANNING AGENCY (TPA) APPROVING AND ADOPTING
THE REVISED PALM BEACH TPA PROCUREMENT POLICIES
ATTACHED AS EXHIBIT “A”.**

WHEREAS, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the TPA Governing Board adopted Procurement Policies to ensure the TPA’s financial practices and internal controls are consistent and compliant with federal and state statutes; and

WHEREAS, the TPA’s Procurement Policy has been revised to make the Executive Director the approving authority for purchases that do not exceed \$35,000.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby:

1. Approves the revised TPA Procurement Policies attached hereto as “Exhibit A” and by reference is incorporated herein, including:
 - a. The authorization structure and purchasing amount for all TPA purchases.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21 day of March 2024.

PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a PALM BEACH
TRANSPORTATION PLANNING AGENCY

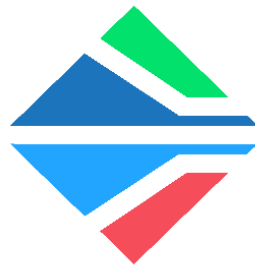
By: _____
Mayor Chelsea Reed, TPA Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruth Del Pino, TPA Agency Clerk

Paul Gougelman, TPA General Counsel



PALM BEACH
Transportation
Planning Agency

PROCUREMENT POLICY

Adopted: December 14, 2017

Amended: March 21, 2024

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Section 1. Policy

It is the procurement policy of the Palm Beach Metropolitan Planning Organization, doing business as the Palm Beach Transportation Planning Agency (the "Palm Beach TPA") to:

- Obtain goods and services of satisfactory quality and quantity at a reasonable cost;
- Establish a Competitive Purchasing Process to ensure fair, open and equitable treatment for all persons desiring to do business with the Palm Beach TPA in a manner that inspires public confidence that contracts are awarded in an equitable manner;
- Establish a clear list of Exemptions to the Competitive Process and associated criteria; and
- Establish Administrative Processes to implement the Procurement Policy.

The Palm Beach TPA hereby establishes the following authorization structure by purchasing amount for all purchases.

Table 1. Approving Authority by Purchase Amount

Purchase Amount	Approving Authority
Less than \$35,000 5,000	Executive Director
\$5,000 or greater but not exceeding \$25,000	Executive Director
Greater than \$25 35,000	TPA Board TPA Governing Board

This policy shall apply to every purchase/procurement and sale by the Palm Beach TPA without regard to the source of funds, including state and federal assistance funding, except as otherwise provided by law. All purchases made in accordance with this policy shall be provided for in the approved Palm Beach TPA budget. When using federal funds and there is a conflict between federal, state and/or local requirements, federal requirements take precedence unless state or local requirements are more stringent.

Notwithstanding the provisions in this document, Palm Beach TPA procurement shall be conducted in accordance with applicable local, state and federal law, and in a manner that preserves local, state and federal funding received by the Palm Beach TPA in connection with its transportation planning responsibilities.

Section 2. Definitions

The following terms shall be defined for the purposes of this document to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

Agreement for Services means a document identifying a specific vendor, specific service(s) to be purchased, the associated price for the service(s), and the maximum or total price to be paid.

Best Value means the highest overall value to the TPA based on factors that include, but are not limited to, price, quality, design, and workmanship. See §287.012, Fla.Stat.

Competitive Solicitation means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by Responsive Vendors in accordance with the terms of a competitive process, regardless of the method of procurement. See §287.012, Fla.Stat.

Consultant's Competitive Negotiations Act (CCNA) means Section 287.055, F.S., referred to as Consultant's Competitive Negotiations Act (CCNA), which regulates the procurement and contracting of professional architectural, engineering, landscape architectural, or surveying and mapping services.

Contractual Service means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. The term does not include a contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255, Florida Statutes, and rules adopted thereunder. See §287.012, Fla.Stat.

Executive Director means the chief executive officer of the TPA including his/her designee, responsible for the carrying out of the policies of the TPA Governing Board.

Invitation To Bid means a written or electronically posted solicitation for competitive sealed bids. See §287.012, Fla.Stat.

Palm Beach TPA means the Metropolitan Planning Organization created by interlocal agreement pursuant to Section 339.175, F.S. and duly recognized by the Governor of the State of Florida as the entity responsible for the continuing, cooperative, and comprehensive transportation planning in Palm Beach County, Florida and doing business as the Palm Beach Transportation Planning Authority.

Public Notice means the dissemination of information to the public pursuant to Section 5.B.

Purchase Order means a document identifying a specific vendor, specific item(s) to be purchased, the price for each item, and the total price to be paid.

Request For Proposals means a written or electronically posted solicitation for competitive sealed proposals. *See* §287.012, Fla.Stat.

Request For Quote means an oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. *See* §287.012, Fla.Stat.

~~*TPA Governing Board*~~ means the governing board of the Palm Beach TPA.

~~*Executive Director*~~ means the chief executive officer of the TPA including his/her designee, responsible for the carrying out of the policies of the TPA Governing Board.

~~*Chief Financial Officer (CFO)*~~ means the person designated by the Executive Director to be responsible for overseeing TPA contracting and procurement proceedings, and includes such person's designee.

~~*Purchase Order*~~ means a document identifying a specific vendor, specific item(s) to be purchased, the price for each item, and the total price to be paid.

~~*Agreement for Services*~~ means a document identifying a specific vendor, specific service(s) to be purchased, the associated price for the service(s), and the maximum or total price to be paid.

~~*Public Notice*~~ means the dissemination of information to the public pursuant to Section 5.A.

~~*Consultant's Competitive Negotiations Act (CCNA)*~~ means Section 287.055, F.S., referred to as Consultant's Competitive Negotiations Act (CCNA),

Responsible means capacity to fully perform contract requirements with integrity and reliability which give responsible assurances of good faith and performance including: satisfactory references, adequate financial resources; equipment and/or facilities available to do the work; applicable licenses and/or certifications, *etc.*

Responsive means a bid, quote, proposal or submittal that conforms in all material respects to the solicitation at the time of submission including: submission of proposal on time; signed proposal and all amendments; submission of bid bond, if required; submission of all technical documentation that is required; so counter offer/conditioned offer.

~~*Responsible* means capacity to fully perform contract requirements with integrity and reliability which give responsible assurances of good faith and performance including: satisfactory references, adequate financial resources; equipment and/or facilities available to do the work; applicable licenses and/or certifications, etc.~~

Responsive Bid or Responsive Proposal, means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. See §287.012, Fla.Stat.

Responsive Vendor means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation. See §287.012, Fla.Stat.

TPA Governing Board means the governing board of the Palm Beach TPA.

Section 3. Competitive Purchasing Process

A. Introduction. The procurement process to be followed is first based on estimated price of the purchase and then based on whether the purchase is for goods or services. For the purposes of this determination, the estimated price shall be the total amount of the anticipated purchase.

B. Purchases Over a Period of More than One Fiscal Year. For recurring purchases, the estimated price shall be the estimated total amount to be spent in a fiscal year.

C. Amendments To Existing Contracts. With regard to amendments to an existing contract, amendments extending a contract completion date by not more than 180 days, that modify a contract in a non-material way, or that expand the services to be performed or goods to be supplied, may be approved by the Executive Director. Any contract amendment that increases the cumulative or total contract price to an amount of more than \$325,000, extends a contract completion date by more than 180 days, or that modifies contract provisions in a material way, shall require TPA Governing Board approval.

D. Non-Division of Solicitation. The TPA shall not divide the solicitation of commodities or Contractual Services so as to avoid the requirements of this Procurement Policy, the requirements of Competitive Solicitation, or other state or federal purchasing requirement.

E. Receipt of Equal Responses. If two equal responses to a solicitation or a Request For Quote are received and one response is from a certified minority business enterprise, the TPA shall enter into a contract with the certified minority business enterprise. If two equal responses to a solicitation or Request For Quote are received and neither response is from a certified minority business enterprise, the TPA may proceed with either response, whichever is deemed most beneficial to the TPA.

F. Duration of Contracts. Contracts for commodities or Contractual Services may be renewed for a period that shall not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or Contractual Services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or Contractual Service is purchased as a result of Competitive Solicitation, proposals, or replies, the price of the commodity or Contractual Service to be renewed must be specified in the bid, proposal, or reply, except that the TPA may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the TPA and subject to the availability of funds.

G. Purchase of Contractual Services. For each Contractual Services contract, the TPA Executive Director shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the contractor and the TPA. The primary responsibilities of a contract manager include:

1. Participating in the solicitation development and review of contract documents.
2. Monitoring the contractor's progress and performance to ensure procured products and services conform to the contract requirements and keep timely records of findings.
3. Managing and documenting any changes to the contract through the amendment process authorized by the terms of the contract.
4. Monitoring the contract budget to ensure sufficient funds are available throughout the term of the contract.
5. Exercising applicable remedies, as appropriate, when a contractor's performance is deficient.

H. Summary of Actions With Regard to Contracts Based on the Estimated Price. The following table summarizes the steps to be followed based on the estimated price and item or service to be purchased. Details for each process are provided in the following sections.

Table 2. Purchasing Process Summary

Estimated Price		< \$10,000 \$5,000 < \$325,000			> \$325,000		
Document Section		Section 3.A		Section 3.B		Section 3.C	
Sub-Category		≤ \$1,000	> \$1,000 < \$10,000 5,000	Goods (RFQ)	Services (RFS)	Goods (IFB)	Services (RFP) Services (CCNA)
Notice		N/A	Phone/ Email to Vendor	At least 10 business days		At least 15 business days	
Minimum Responses		(2) Published Price	(3) Solicited Quotes	3		3	
Criteria		Price		Price	Qualifications and Price	Price	Qualifications and Price Qualifications
Evaluator		TPA Staff		TPA Staff		TPA Staff	Selection Committee
Approval		TPA Executive Director		TPA Executive Director		TPA Governing Board	
P r o t e s t	File Period	N/A		N/A		5 business days	
	Decision Period	N/A		N/A		5 business days	
	Decision Maker	N/A		N/A		Executive Director	
A p p e a l	File Period	N/A		N/A		3 business days	
	Fee	N/A		N/A		Max - 1% of RFP or \$5K	
	Decision Period	N/A		N/A		15 business days	
	Decision Maker	N/A		N/A		Appeal Committee	
Surplus Authority		TPA Executive Director or Designee		TPA Executive Director or Designee		TPA Governing Board	

I. A. Purchases less than \$10,000 5,000

All purchases of goods and/or services with an estimated price less than ten five thousand dollars (~~\$10,000 5,000~~) shall be approved by the Executive Director, or said Executive Director's designee via an executed Purchase Order or Agreement for Services. These purchases shall be made from the lowest cost, Responsive Bid and Responsible bidder or supplier obtained in accordance with the following:

1. Purchases not exceeding one thousand dollars (\$1,000) require two (2) published or solicited quotes. This requirement can be waived at the discretion of the Executive Director.
2. Purchases exceeding one thousand dollars (\$1,000) but not exceeding ten five thousand dollars (~~\$10,000 5,000~~) require three (3) solicited quotes. The Finance and Operations Manager shall maintain a record of the solicited quotes for a minimum of three (3) years.
3. This is consistent with Florida law requiring state agencies to engage in Competitive Solicitation for purchases exceeding \$35,000. §287.057(1), Fla.Stat.

J. B. Purchases \$10,000 5,000 or greater but not to exceed \$325,000

All purchases of goods and/or services with an estimated price ten five thousand dollars (~~\$10,000 5,000~~) or greater, but not exceeding twenty thirty-five thousand dollars (\$325,000), shall be approved by the Executive Director, or said Executive Director's designee, via an executed Purchase Order or Agreement for Services. Purchases of Goods shall be made from the lowest cost, Responsive Bid and Responsible bidder, and Purchases of Services shall be made from the most Responsive Bid and Responsible bidder obtained in accordance with the following:

1. Purchases of Goods - Request for Quotes (RFQ)
 - a. RFQ Materials. The Executive Director, or said Executive Director's designee, shall develop the RFQ Materials, including but not limited to:
 - (1) Introduction
 - (2) Specifications of item(s) ~~to be purchased~~
 - (3) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) TPA business days. The notice shall state the title and the due date for submittal of quotes.
 - c. Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, ~~Finance and Operations Manager~~ shall review the quotes to determine responsiveness. The RFQ shall generate a minimum of three (3) responsive quotes in order to proceed to a selection. The Executive Director may waive this criteria if less than three responsive quotes are received.

- d. If less than two Responsive Bids, proposals, or replies for commodity purchases are received, the TPA may negotiate on the Best Value. The TPA shall document the reasons that such action is in the Best Value to the TPA in lieu of resoliciting competitive sealed bids, proposals, or replies.
 - e. Purchase Approval. The Executive Director, or said Executive Director's designee, Procurement and Contracts Coordinator shall prepare a Purchase Order for approval by the Executive Director.
 - f. The Executive Director may designate an agency employee to approve a purchase which designation shall be in writing, filed and maintained with the RFQ materials, and which shall require a separate writing for each RFQ. Designations of agency employees to conduct other activities with regard to a RFQ, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.
2. Purchases of Services - Request for Services (RFS)
- a. RFS Materials. The Executive Director, or said Executive Director's designee, shall develop the RFS Materials, including but not limited to:
 - (1) Introduction
 - (2) Scope of Service(s) to be purchased
 - (3) Evaluation Criteria to be used to rank responsive proposals
 - (4) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) TPA business days. The notice shall state the title and the due date for submittal of quotes.
 - c. Minimum Responsive Proposals Bids. The Executive Director, or said Executive Director's designee, shall review the proposals to determine Responsiveness responsiveness. The RFS shall generate a minimum of three (3) responsive proposals in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive responsive proposals are received.
 - d. If less than two Responsive Bids, proposals, or replies for Contractual Services purchases are received, the TPA may negotiate for the Best Value. The TPA shall document the reasons that such action is in the Best Value to the TPA in lieu of resoliciting competitive sealed proposals or replies.
 - e. Evaluation. TPA Staff shall evaluate the proposals according to the published evaluation criteria in the RFS Materials and recommend a final selection.
 - f. Purchase Approval. The Procurement and Contracts Coordinator shall prepare an Agreement for Services for approval by the Executive Director.

- g. The Executive Director may designate an agency employee to approve a purchase which designation shall be in writing, filed and maintained with the RFS materials, and which shall require a separate writing for each RFS. Designations of agency employees to conduct other activities with regard to a RFS, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.

K. ~~C.~~ Purchases Greater than \$325,000

1. All purchases of goods and/or services with an estimated price exceeding twenty-five thousand dollars (\$325,000) shall be approved by the TPA Governing Board via an executed Purchase Order or Agreement for Services. Purchases of Goods shall be made from the lowest cost, Responsive Bid and Responsible bidder and Purchases of Services shall be made from the most Responsive Bid and Responsible bidder and representing the Best Value to the TPA obtained in accordance with the following:
2. Purchases of Goods – Invitation for Bids (IFB). The Invitation To Bid shall be used when the TPA is capable of specifically defining the scope of work for which a Contractual Service is required or when the TPA is capable of establishing precise specifications defining the actual commodity or group of commodities required.

Prior to the time for receipt of bids, proposals, or replies, the TPA may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

If less than two Responsive Bids, proposals, or replies for commodity or Contractual Services purchases are received, the TPA may negotiate on the Best Value. The TPA shall document the reasons that such action is in the Best Value to the TPA in lieu of resoliciting competitive sealed bids, proposals, or replies.

- a. IFB Materials. The Executive Director shall develop the IFB Materials, including but not limited to:
 - (1) Introduction;
 - (2) Specifications of item(s) to be purchased, including a detailed description of the commodities or Contractual Services sought, and if the TPA contemplates renewal of the contract, a statement to that effect. Bids submitted in response to an Invitation To Bid in which the TPA contemplates renewal of the contract must include the price for each year for which the contract may be renewed.;
 - (3) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than fifteen (15) TPA business days. The notice shall state the title and the due date for submittal of bids.
 - c. Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, Finance and Operations Manager shall review the bids to determine Responsiveness ~~responsiveness~~. The IFB shall generate a minimum of three (3) Responsive Bids ~~responsive bids~~ in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Bids ~~responsive bids~~ are received.
 - d. Purchase Approval. The contract shall be awarded to the Responsible and Responsive Vendor who submits the lowest Responsive Bid representing the Best Value to the TPA. The Executive Director, or said Executive Director's designee, Procurement and Contracts Coordinator shall prepare a Purchase Order for approval by the TPA Governing Board. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the Responsible Vendor.
 - e. Designations of TPA employees to conduct activities with regard to a purchases greater than \$325,000, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.
3. Purchases of non-CCNA Services - Request for Proposals (RFP). The TPA shall use a Request For Proposals when the purposes and uses for which the Contractual Service being sought can be specifically defined, and the TPA is capable of identifying necessary deliverables. Various combinations or versions of Contractual Services may be proposed by a Responsive Vendor to meet the specifications of the solicitation document.

Prior to the time for receipt of proposals or replies, the TPA may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

If less than two Responsive Proposals or replies for Contractual Services purchases are received, the TPA may negotiate on the Best Value. The TPA shall document the reasons that such action is in the Best Value to the TPA in lieu of resoliciting competitive sealed proposals or replies.

4. RFP Materials. Before issuing a Request For Proposals, the TPA must determine and specify in writing the reasons that procurement by Invitation To Bid is not practicable. The Executive Director shall develop the RFP Materials, including but not limited to:
 - (1) Introduction.
 - (2) Scope of service(s) to be purchased, including a statement describing the commodities or Contractual Services sought; the relative importance of price and other evaluation criteria; and if the TPA contemplates renewal of the contract, a statement to that effect.
 - (3) Evaluation Criteria to be used to rank Responsive Proposals responsive proposals-Information to be provided by a Responsive Bidder, including price, which must be specified in the proposal; if the TPA contemplates renewal of the contract, the price for each year for which the contract may be renewed; consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and consideration of prior relevant experience of the vendor.

- f. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than fifteen (15) TPA business days. The notice shall state the title and the due date for submittal of proposals.
- g. Minimum Responsive Bids. The Procurement and Contracts Coordinator ~~Finance and Operations Manager~~ shall review the submittals to determine responsiveness. The RFP shall generate a minimum of three (3) Responsive Proposals ~~responsive proposals~~ in order to proceed to a selection. For good cause shown, the ~~The~~ Executive Director may waive this criteria if less than three Responsive Proposals ~~responsive proposals~~ are received. Waivers by the Executive Director shall be made in writing, and said writing shall be maintained in the records for the particular non-CCNA purchase.
- h. If less than two Responsive Proposals or replies are received, the TPA may negotiate on the Best Value. The TPA shall document the reasons that such action is in the Best Value to the TPA in lieu of resoliciting competitive sealed bids, proposals, or replies.
- i. Selection Committee. The Executive Director shall establish a Selection Committee (Committee) of not less than three (3) members. All meetings of the Committee shall be conducted in a manner consistent with Florida's Sunshine Law, meaning a meeting of the selection committee shall be noticed with at least three (3) days prior notice, shall be open to the public, and shall have minutes of the committee meeting prepared. A quorum shall be a majority of members, except that if there are only three (3) members, all three (3) must be present. The members of the Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes.
- j. Evaluation. The Committee shall conduct an evaluation of all Responsive Proposals ~~proposals~~ on the basis of the information provided and the evaluation criteria set forth in the RFP. The Committee may then choose to publish either a recommended selection or a short list of proposers for oral presentations at a future Committee meeting. If the latter, the Committee shall also specify a date, time and location to hear oral presentations and then publish a recommended selection. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery.
- k. Purchase Approval. The contract shall be awarded by written notice to the responsible and Responsive Vendor whose proposal is determined in writing to be the most advantageous to the TPA, taking into consideration the price and other criteria set forth in the Request For Proposals. The contract file shall contain documentation supporting the basis on which the award is made. The Executive Director or designee ~~Procurement and Contracts Coordinator~~ shall prepare an Agreement for Services between the TPA and the recommended selection for approval by the TPA Governing Board.

I. 3. Purchases of CCNA Services - Request for Proposals Qualifications (CCNA).

1. CCNA services include architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state.

2. Any firm or individual desiring to provide CCNA services to the agency must first be certified by the TPA as qualified pursuant to law and the regulations of the TPA. The TPA must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. §287.055(3)(c), Fla.Stat.

3. The TPA shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the TPA to be applicable to its particular requirements. §287.055(3)(d), Fla.Stat.

4. COMPETITIVE SELECTION.—

(a) The process of competitive selection shall apply to all proposed purchase of CCNA services for a planning or study activity or for a continuing contract which is a contract for CCNA professional services for work of a specified nature as outlined in the contract required with the TPA, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

(b) For each proposed project, the TPA shall evaluate current statements of qualifications and performance data on file with the TPA, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(c) The TPA shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the TPA shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the TPA with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. The TPA may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5. COMPETITIVE NEGOTIATION

(a) The TPA shall negotiate a contract with the most qualified firm for CCNA professional services at compensation which the TPA determines is fair, competitive, and reasonable. In making such determination, the TPA shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee CCNA professional service contract, the TPA shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any CCNA professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the TPA determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. §287.055(3)(d), Fla.Stat.

(b) Should the TPA be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The TPA shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the TPA must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.
(c) Should the TPA be unable to negotiate a satisfactory contract with any of the selected firms, the TPA shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached..

6. CCNA Materials. The Executive Director, or said Executive Director's designee, shall develop the CCNA Materials, including but not limited to:

(a) Introduction

(b) Scope of CCNA professional service(s)

(c) Minimum qualifications to render the required service, including but not limited to capabilities, adequacy of personnel, past record, and experience of the firm or individual, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the Palm Beach TPA to be applicable to its particular requirements.

~~7. Evaluation Criteria to be used to rank responsive respondents (excluding price). Information to be provided by a Responsive Bidder~~

7. Public Notice. The Executive Director or designee shall provide Public Notice (see Section 5.B. of this Procurement Policy) for a period not less than fifteen (15) TPA business days. The notice shall state the title and the due date for submittal of proposals, and must include a general description of the project, planning study

or activity and indicate how interested firms or consultants may apply for consideration

8. Minimum Responsive Proposals Bids. The Executive Director, or said Executive Director's designee ~~The Finance and Operations Manager~~ shall review the submittals to determine Responsiveness ~~responsiveness~~. The CCNA shall generate a minimum of three (3) Responsive Proposals ~~responsive~~ in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Proposals ~~responsive proposals~~ are received.

9. Selection Committee. The Executive Director shall establish a Selection Committee (Committee) of not less than three (3) members. All meetings of the Committee shall be conducted in a manner consistent with Florida's Sunshine Law, meaning a meeting of the selection committee shall be noticed with at least three (3) days prior notice, shall be open to the public, and shall have minutes of the committee meeting prepared. . A quorum shall be a majority of members except that if there are only three (3) members, all three (3) must be present. The members of the Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery.

10. Responsible Vendor Bidder. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the CCNA. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a submittal. The Committee must find that the firm or individual is fully qualified to render the required services.

11. Evaluation. The Committee shall then conduct an evaluation of all Responsive Proposals ~~responsive~~ by qualified vendors on the basis of the information provided and the evaluation criteria set forth in the publicly noticed Request For Proposals. Evaluation shall select in order of preference no fewer than three vendors deemed to be the most highly qualified to perform the required services. In determining whether a vendor is qualified, the TPA shall consider such factors as the ability of professional personnel; whether a vendor is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the vendors; and the volume of work previously awarded to each vendor by the TPA, with the object of effecting an equitable distribution of contracts among qualified vendors, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

12. The Committee may then choose to publish either a recommended ranking or a short list of proposers for oral presentations at a future Committee meeting. If the latter, the Committee shall also specify a date, time and location to hear oral presentations and then publish a recommended ranking. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery. Upon holding oral presentations, the Responsive Vendors shall be rank order in a list of preference for contracting.

13. Negotiations. Upon approval by the Executive Director of the Committee's recommendation of the final rankings of the shortlisted firms, the Executive Director shall request a fee proposal from the highest ranked firm and attempt to negotiate a contract to perform specified services at a compensation that is determined by the Executive Director to be fair, competitive and reasonable. Should the Executive Director be unable to negotiate a satisfactory agreement with the top-ranked firm, the Executive Director will formally terminate negotiations with that firm and undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, the Executive Director will formally terminate negotiations with that firm and undertake negotiations with the third-ranked firm. If the short list is exhausted, the Executive Director may terminate the CCNA process.

14. Purchase Approval. After the successful conclusion of negotiations, the Executive Director, or said Executive Director's designee, Finance and Operations Manager shall prepare an Agreement for Services for approval ~~by the TPA Governing Board~~. Contracts of or exceeding \$325,000 shall be subject to approval by the TPA Governing Board. Contracts of less than \$325,000 shall be subject to approval by the Executive Director.

Purchase of Auditing Services. The purchase of services for the annual audit by a certified public accountant is a process subject to Section 218.39 and 218.391, Florida Statutes. Section 218.39 and 218.391, Florida Statutes, must be followed for this purchase.

Section 4. Exemptions to the Competitive Purchasing Process Goods and/or services in the following categories may be procured without subjection to the competitive purchasing process established in Section 3.

A. Exempt Purchases

Goods and/or Contractual Services services listed in Appendix A. These purchases are exempt from the competitive purchasing process set forth in this Procurement Policy. Authority is delegated to the Executive Director to authorize on behalf of the TPA all purchases exempt from this Procurement Policy of goods and/or services with an estimated price not exceeding twenty-three thousand five hundred dollars (\$23,500). Said purchases shall be approved by the Executive Director via an executed Purchase Order or Agreement for Services. Purchases of or exceeding \$23,500 shall be subject to approval by the TPA Governing Board.

B. Sole Source Purchases

Goods and/or services may be qualified as Sole Source provided that:

1. Commodities or Contractual Services available only from a single source may be excepted from the competitive-solicitation requirements. If the TPA Executive Director believes that commodities or Contractual Services are available only from a single source, the TPA shall electronically post a description of the commodities or Contractual Services sought for at least 15 TPA business days on its web-site and at least one public bidding web-site, such as Demand Star or the State of Florida's Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com>. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or Contractual Services described. If it is determined in writing by the TPA Executive Director, after reviewing any information received from prospective vendors that the commodities or Contractual Services are available only from a single source, the TPA shall provide notice of its intended decision to enter a single-source purchase contract. Accord §287.057(3)(c), Fla.Stat.
2. Written documentation by the Executive Director justifying why the requested good or service is the only one (1) that will meet the needs of the TPA shall be filed and maintained in the records file for a particular purchase made as a sole source purchase.
3. Written documentation from the vendor/supplier stating that they are the only source of the supply for the requested good or service may be used by the TPA Executive Director to justify the decision to declare a purchase as one from a sole source. If the supplier is not the manufacturer, additional written documentation must be provided in which the manufacturer attests that the vendor is their sole supplier for the requested good or service.

C. Emergency Purchases

Goods and/or services that are determined to be necessary by the Executive Director in response to a need when the delay necessary to comply with all procurement rules, regulations or procedures would be detrimental to the interests, health, safety, or welfare of the Palm Beach TPA.

This exemption applies when the Executive Director determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the TPA requires emergency action. After the Executive Director signs such a written determination, the TPA may proceed with the procurement of commodities or Contractual Services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. The written determination shall be maintained in the file with regard to a particular emergency purchase. A written determination of the basis for the emergency and for the selection of the particular contractor or vendor for the goods and/or services shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

Emergency purchases of more than \$325,000 shall be approved by the Executive Director and shall be presented to the TPA Governing Board at the next TPA Governing Board meeting.

D. Piggyback Purchases

Goods and/or services that may be piggybacked or purchased using an existing contract that a vendor has with the federal government; a state or municipal government; another governmental agency; or a government related association that qualify for federal reimbursement provided that:

1. The CFO Executive Director, or said Executive Director's designee, determines and documents that the piggyback purchase is advantageous to the TPA;
2. The CFO Executive Director, or said Executive Director's designee, verifies that the original scope, quantity and that the nature of the contract meet the needs of the TPA and the term of the piggybacked contract remains in effect;
3. The contractor agrees to extend the terms and conditions specified in the originating contract to the TPA and the TPA accepts the terms and conditions specified;
4. The CFO Executive Director, or said Executive Director's designee, determines that the procurement process and content of the originating contract is compliant with federal purchasing requirements.

E. Public Agency Purchases

Goods and/or services that are provided by a Political Subdivision as defined in section 1.01(8), F.S., a quasi-public insurance risk management consortium of local governmental entities, a Regional Planning Council as defined in section 186.512, F.S., a Transportation Authority as defined in section 343.1002(5), F.S., or a Local Educational Agency as defined in section 1004.02(18), F.S.

F. Direct Purchases

Goods and/or services that are provided from any qualified vendor provided that:

1. No Responsive Proposals ~~responsive proposals~~ are received during the Competitive Purchasing Process; and
2. No significant alterations in the specifications, qualifications or terms and conditions can be made to encourage competition.

G. Petty Cash Purchases

Goods and/or services purchased by TPA Staff with out of pocket cash in the normal performance of their job in an amount not to exceed \$100 per single purchase.

H. Travel Related Purchases

Goods and/or services purchased related to travel in accordance with section 112.061, F.S.

Section 5: Administrative Processes

A. Required Contract Provisions

All contracts awarded by the Palm Beach TPA shall contain the provisions required by applicable Federal, State of Florida, and local law, as may be amended from time to time, including, but not limited to, a statement of compliance with the Public Entity Crime Act (§287.133, Fla.Stat.), the Prohibition Against Contracting with Scrutinized Companies (§287.135, Fla.Stat.), the Anti-Kickback Act (41 U.S.C. §8701 *et seq.*), the Disadvantaged Business Enterprises requirements (49 CFR Part 26), Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (31 U.S.C. §1352), Prohibitions Against Conflicts of Interest (§112.311 *et seq.*, Fla.Stat.), Prohibitions Against Discrimination (Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. §2000d, 42 U.S.C. §6102, 42 U.S.C. §12131, and 49 U.S.C. §5332), E-Verify Requirements (§448.095, Fla.Stat.), Prohibition Against Program Fraud and False or Fraudulent Statements (31 U.S.C. §3801; 49 CFR Part 31), Government Debarment and Suspension (49 CFR Part 29), Clean Air Requirements (42 U.S.C. §7401), Clean Water Requirements (33 U.S.C. §1251), and Use Of Seat Belts (Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders; §316.614, Fla.Stat.), the Equal Employment Opportunity Order, remedies for contractor's breach of contract terms and termination for cause and for convenience. Neither the TPA, nor any officer or employee of the TPA, shall enter into any contract on behalf of the TPA, which contract binds the TPA for the purchase of services or tangible personal property for a period in excess of one fiscal year, unless the following statement is included in the contract: "The TPA's performance and obligation to pay under this contract is contingent upon an annual appropriation by the federal government and the Florida Legislature." See §287.0582, Fla.Stat. Any contract with the TPA for the purchase of commodities or contractual services shall provide that the contract may be unilaterally cancelled by the TPA for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a), Art. I of the State Constitution and s. 119.07(1).

B. A.Public Notice.

The TPA shall maintain a webpage describing business opportunities, the date for responding, how a response should be made to the Public Notice, and shall maintain an e-mail list of subscribers for notifications of business opportunities. The TPA shall also provide notice via internet utilizing the TPA's web-site and Demand Star or the State of Florida's Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com>. The TPA shall post information regarding all active competitive purchases to these this webpage and shall provide notice of these opportunities to all e-mail subscribers. Information may also be disseminated by internet ads, print ads, periodicals or other means, as determined necessary or appropriate, from time to time, by the TPA Executive Director.

C. ~~B.~~Purchasing Thresholds. The TPA shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this Procurement Policy.

D. ~~G.~~Protests

1. Any actual or prospective bidder or proposer who is aggrieved in connection with a pending award of an IFB, an RFP or a CCNA may submit a written protest to the Executive Director within five (5) business days of the posting of the short list of proposers or the award recommendation.
 - a. To be deemed sufficient, a protest must:
 - 1) Identify the proposer and the solicitation involved;
 - 2) Include a clear statement of the legal and factual grounds on which the aggrieved proposer's objection is based;
 - 3) Delineate the alleged omission, error, mistake, or incorrect evaluation; and
 - 4) Specify the relief requested by the aggrieved proposer.
 - b. Upon timely receipt of a sufficient protest, The Executive Director, or said Executive Director's designee, ~~CEO~~ shall notify all other responsive or short-listed firms of the protest. The protested purchase is stayed and no award will be made until the protest is resolved unless the Executive Director, with the advice of the TPA attorney, makes a determination that the immediate award of the contract is necessary to protect substantial interests of the TPA.
2. The Executive Director shall have five (5) TPA business days from receipt of the protest to review and either uphold or deny the protest.
3. If the protest is denied, the protestor may submit a written appeal to the Executive Director within three (3) business days of the denial.

4. The Executive Director shall convene an Appeal Committee of not less than three (3) TPA Governing Board Representatives including the Chair and/or the Vice Chair. All meetings of the Appeal Committee shall be conducted in a manner consistent with Florida's Sunshine Law. A quorum shall be a majority of members except that if there are only three (3) members, all three (3) must be present. The members of the Appeal Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes.
5. Appeal Committee Proceedings.
 - a. At the Appeal Committee's hearing, the protesting party, its representative or counsel, and any other affected parties may make an oral presentation of the testimony and argument. Neither direct nor cross-examination of witnesses will be permitted. However, committee members may make whatever inquiries are deemed pertinent to make a determination of the protest.
 - b. The judicial rules of evidence shall not apply. The Appeal Committee shall base its decision on such information presented in the course of the proceeding upon which reasonable prudent persons would rely in the conduct of their affairs.
 - c. The Appeal Committee may either uphold or deny the appeal.
 - d. The Executive Director or designee shall notify all affected parties of the Appeal Committee's decision.

E. ~~D.~~ Surplus

1. Sales, donations, and disposals of surplus property shall be in accordance with federal requirements, Chapter 274, Florida Statutes, and the following procedures. Nothing in these regulations shall prevent the Palm Beach TPA from complying with the terms and conditions of any grant, gift, bequest, or agreement.
2. Property value less than five thousand dollars (\$5,000)
 - a. The Executive Director must approve disposal of property with value not exceeding \$5,000.
 - b. a. Property may be disposed of in the most efficient and cost-effective means as determined by the Executive Director, or said Executive Director's designee.
 - 1) Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the Best Value to best interest of the TPA may be disposed of for value to any person, to the State, to any governmental unit or to any political subdivision.
 - 2) Property without commercial value may be donated, destroyed, or abandoned.
3. Property value equal to or greater than five thousand dollars (\$5,000)

- ~~a. The TPA Governing Board must approve disposal of property with value exceeding \$5,000.~~ The TPA Governing Board must approve disposal of property with value exceeding \$325,000.
- b. Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the Best Value to best interest of the TPA may be disposed of via appropriately advertised public auction or to the highest bidder obtained in accordance with the following bid procedures:
- 1) Surplus Advertisement. The Executive Director shall develop the Surplus Advertisement, including but not limited to:
 - a) Introduction
 - b) Specifications and quantities of item(s) to be sold
 - c) Information to be provided by a Responsive Bidder
 - 2) Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) TPA business days. The notice shall state the title and the due date for submittal of bids.
 - 3) Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, CFO shall review the bids to determine responsiveness. The Surplus Advertisement shall generate a minimum of three (3) Responsive Bids ~~responsive bids~~ in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Bids ~~responsive bids~~ are received.
 - 4) Sale Approval. The Executive Director, or said Executive Director's designee, CFO shall prepare an invoice showing the item description, purchase date, purchase cost, use/purpose, and book value (if available) for approval by the Executive Director.

F. ~~E.~~ Invoicing and Payment

1. It is the policy of the Palm Beach TPA to pay all invoices in accordance with the Florida Prompt Payment Act (§218.70 et seq., Fla.State.) after receipt of a proper invoice. The Executive Director, or said Executive Director's designee, shall date stamp all invoices to determine the start date for the appropriate payment window for construction or nonconstruction services.
2. A sufficient invoice is defined as an original invoice received by the Palm Beach TPA and containing, at a minimum:
 - (1) Vendor's name, telephone number, and mailing address
 - (2) Invoice number, invoice date and delivery date
 - (3) Description of goods and/or services provided, quantity, unit price, extended price and total invoice amount

3. For construction services, total invoice amount (less retainage) and percentage of work completed. For invoices that are deemed insufficient, the vendor will be notified of the deficiency within 10 business days of the receipt of the original invoice.
4. In the event a vendor disputes the sufficiency determination by the TPA, the vendor shall provide a written dispute within five business days of receipt of the sufficiency determination and shall include such material and information as necessary to support the dispute. The Executive Director shall have five (5) business days from receipt of the dispute to review and either uphold or deny the dispute.

G. ~~F.~~Records

1. The Executive Director, or said Executive Director's designee, CFO ~~and the Agency Clerk,~~ shall maintain the significant history of a procurement for minimum of three (3) years, including, but not limited to:
 - a. A record of all bids/proposals received;
 - b. The rationale for the method of procurement;
 - c. Selection of contract type;
 - d. Contractor selection; and
 - e. The basis for the contract price.
2. The Executive Director, or said Executive Director's designee, CFO shall tag and inventory all tangible property equal to or greater than \$1,000 per item.
3. The Executive Director, or said Executive Director's designee, CFO shall conduct an annual asset and inventory audit of all tangible property equal to or greater than \$1,000 per item.

H. Sales Tax

The Palm Beach TPA is exempt from Florida Sales and Use Tax on its purchases, except as otherwise provided by law. Vendors are not exempt from the payment of sales tax. A sales tax exemption form is available from the Procurement Officer. The purchaser is responsible for making an attempt to use the exemption form to avoid paying sales tax. If the retailer refuses to honor the form, the purchaser must so state on the receipt in order to be reimbursed for the sales tax.

I. Conflict of Interest

In connection with the Palm Beach TPO's procurement of commodities or services, employees shall adhere to the conflict of interest and unauthorized compensation provisions applicable to State and local public officials, as set forth in Section 112.313, Florida Statutes.

J. ~~G.~~Credit Cards

1. The Palm Beach TPA may establish credit card account(s) to improve the efficiency of the purchasing process. A Palm Beach TPA credit card is to be used for Palm Beach TPA purchases only.
2. An individual to be issued a credit card must execute the Credit Cardholder Agreement in Appendix B. Individual names as well as the Palm Beach TPA's name shall be shown on all credit cards. The credit card has the cardholder's name embossed on it and is to be used only by that cardholder.
3. All monthly statements of account must be reviewed and signed by the cardholder, certifying that the items shown as purchased are correct. Should an item on the statement be disputed, the cardholder must sign the "Cardholder Statement of Disputed Item" form attached hereto as Appendix C.
4. All monthly statements of account must be reviewed by a member of the Finance staff separate from the Cardholder. Statements will be reconciled to the bank statements monthly.
5. The credit card shall be paid in full monthly to ensure that finance charges are not accrued.
6. Should a cardholder lose or have their credit card stolen, it is the responsibility of the cardholder to immediately notify the card issuer. In addition, the cardholder must notify the Executive Director, or said Executive Director's designee, CFO of the loss within one business day after discovery of the loss or theft of the card. The cardholder is required to make a written report to the Executive Director, or said Executive Director's designee, that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred, if known, and any other information that is pertinent. Should the card be returned, it must be turned into the Executive Director, or said Executive Director's designee, CFO.
7. If an employee leaves Palm Beach TPA their card must be collected and destroyed. The Executive Director, or said Executive Director's designee, CFO shall cancel the card with the issuer.

Appendix A – Exempt Purchases

Advertisements

Art and artistic services - As used in this exemption, the term “artistic services” does not include advertising or typesetting. As used in this exemption, the term “advertising” means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or Contractual Services. “Artistic services” includes the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording. See §287.012(3), Fla.Stat.

Academic programs if the fee for such services does not exceed \$50,000.

Auditing Services where the auditor is licensed pursuant to Chapter 473, Florida Statutes, and performs accountancy services which are required to be performed by a licensee of the State of Florida, licensed pursuant to Chapter 473, Florida Statutes
Copyrighted and/or Patented Materials

Court related payments, court reporters, recording fees

Employee tuition

Employment agreements

Expert witnesses

Financial transaction fees

Dues and memberships in trade or professional organizations the purpose of which is related to promotion of transportation

Government agency services and fees

Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term “providers” means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

Job-related expenses for conferences, seminars and training

Leasing expenses for the leasing of real property for the TPA or expenses toward the purchase of real property

Legal Services

Lectures by specialized individuals. A lecture is a formal or methodical reading or presentation on any subject, but it is not required to be used for the purpose of, or in connection with, training of personnel.

Moving expenses

Notary commission fees and/or services

Professional medical services

Postage

Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the TPA shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

Recruitment related expenses

Services or commodities provided by governmental entities.

Subject Matter Expert expenses and fees

Subscriptions for periodicals, Florida statutes, and electronic subscriptions

Vehicle licensure and registration expenses

Utility Services regulated by the government or operated by the government - water, sewer, electric, gas, communications, *etc.*

Workers' compensation expenses

Appendix B - Credit Cardholder Agreement

Please review the terms stated below, sign and date. You will receive copies for your records. Please note that this Cardholder Agreement also acts as your signature card and will be kept on file with the Palm Beach Transportation Planning Agency (TPA).

I, _____, hereby acknowledge receipt of a Credit Card, card number _____ (the "Card"), in good condition, with both the TPA's name and mine appearing on the face of the Card. I have verified the information contained thereon and attest to its accuracy.

I agree to accept responsibility for the protection and proper use of the Card in accordance with the TPA policies and procedures. I understand that my use of the Card is subject to audit by the TPA and that my purchases with the Card are limited to official business on behalf of the TPA not exceeding the dollar amounts and eligible purchases as set forth in the policies and procedures.

I agree to immediately notify the TPA's banking institution and the Executive Director, or said Executive Director's designee, ~~Chief Financial Officer (CFO)~~ if the Card is lost or stolen. I also agree to notify the Executive Director, or said Executive Director's designee, if unauthorized charges appear on my Statement of Account. I understand that failure to notify the Executive Director, or said Executive Director's designee, ~~CFO~~ of the presence of unauthorized charges on my Statement of Account could make me responsible for charges resulting from fraudulent use of the Card.

The improper or unauthorized use of the Card may result in any or all of the following: suspension or termination of the Card and all associated Cardholder privileges, deduction from employee pay for any charges resulting from the improper or unauthorized use of the Card. The appropriate disciplinary action for misuse of the Card could include termination of employment. The Executive Director shall receive a recommendation from _____ before making a final determination based on the recommendation of the Executive Director, or said Executive Director's designee

I hereby authorize the TPA to (i) audit my use of the Card and (ii) to deduct from my wages or from any other amounts payable to me, an amount equal to the total charges for improper or unauthorized purchases (as determined by the TPA) with the Card, even if I am no longer employed by the TPA.

If the TPA initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay court costs, reasonable attorney's fees and other expenses incurred by the TPA in such proceedings should the TPA prevail in such legal action.

I understand that the TPA may suspend or terminate my privileges to use the Card at any time for any reason. I agree to surrender the Card immediately upon retirement, termination of employment, termination of Cardholder privileges, or upon the request of the ~~CFO~~ Finance and Operations Manager, the Executive Director or an authorized representative of TPA's Banking Institution. I understand that use of the Card after Cardholder privileges have been suspended or terminated is prohibited, and that I will be held solely responsible for charges resulting from such use.

Employee Signature: _____

Date: _____

Employee Name: _____

Palm Beach TPA Approval

By: _____

Date: _____

Executive Director

Appendix C – Disputed Credit Card Transaction

TO: ~~Chief Financial Officer~~ Executive Director

FROM: _____(cardholder)

Subject: Disputed Item(s) on Credit Card Statement

The highlighted item(s) listed on the attached copy of my credit card account is disputed. I have attempted to resolve this transaction with the merchant. Your assistance is now required in seeking satisfactory resolution through the card issuer. I have indicated below the reason for the dispute and the requested performance by the merchant/card issuer.

_____1) I did not make nor authorize the above transaction. (Please indicate the whereabouts of your credit card).

_____2) There is a difference in the amount I authorized and the amount I was billed. (Copy of your charge must be enclosed.)

_____3) I only transacted one charge and I was previously billed for this sales draft. Date of previous charge_____. (Copy attached)

_____4) The above transaction is mine but I am disputing the transaction. (Please state your reasons why in detail and the action required by merchant and/or card issuer.)

_____5) I have received a credit voucher for the above transaction, but I have not received this merchandise. The details of my attempt to resolve the dispute with the merchant and the merchant's response are indicated below.

TPA RESOLUTION 2024-XX

A RESOLUTION OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AND ADOPTING THE REVISED PALM BEACH TPA PROCUREMENT POLICY ATTACHED AS EXHIBIT “A”.

WHEREAS, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the TPA Governing Board adopted a Procurement Policy to ensure the TPA’s financial practices and internal controls are consistent and compliant with federal and state statutes; and

WHEREAS, the TPA’s Procurement Policy has been revised to make the Executive Director the approving authority for purchases that do not exceed \$35,000.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby:

1. Approves the revised TPA Procurement Policy attached hereto as “Exhibit A” and by reference is incorporated herein, including:
 - a. The authorization structure and purchasing amount for all TPA purchases.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21 day of March 2024.

PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a PALM BEACH
TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea Reed, TPA Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruth Del Pino, TPA Agency Clerk

Paul Gougelman, TPA General Counsel

TPA RESOLUTION 2024-XX

**A RESOLUTION EXTENDING THE KITTELSON AND ASSOCIATES, INC. (KAI)
CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES**

WHEREAS, on September 17, 2020 the TPA and Kittelson and Associates, Inc. (hereinafter referred to as the “CONSULTANT”) entered into Contract Agreement No. 2020-02 (hereinafter referred to as the “Agreement”) for planning, design, and implementation of the activities identified in the Unified Planning Work Program (UPWP); and

WHEREAS, the Agreement covers the term of October 1, 2020 to June 30, 2023; and

WHEREAS, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$300,000 per year; and

WHEREAS, on May 18, 2023, the TPA executed the first one-year extension of the agreement by executing Resolution 2023-09.

WHEREAS, the TPA wishes to execute the second one-year extension of the agreement for an additional one (1) year period.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby extends the Agreement with the CONSULTANT for an additional one (1) year period to expire June 30, 2025.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March 2024.

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION, d/b/a
PALM BEACH TRANSPORTATION
PLANNING AGENCY

By: _____
Mayor Chelsea Reed, TPA Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruth Del Pino, TPA Agency Clerk

Paul Gougelman, TPA General Counsel

TPA RESOLUTION 2024-XX

A RESOLUTION EXTENDING THE KIMLEY-HORN AND ASSOCIATES, INC. (KHA) CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES

WHEREAS, on September 17, 2020 the TPA and Kimley-Horn and Associates, Inc. (hereinafter referred to as the “CONSULTANT”) entered into Contract Agreement No. 2020-03 (hereinafter referred to as the “Agreement”) for planning, design, and implementation of the activities identified in the Unified Planning Work Program (UPWP); and

WHEREAS, the Agreement covers the term of October 1, 2020 to June 30, 2023; and

WHEREAS, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$300,000 per year; and

WHEREAS, on May 18, 2023, the TPA executed the first one-year extension of the agreement by executing Resolution 2023-10.

WHEREAS, the TPA wishes to execute the second one-year extension of the agreement for an additional one (1) year period.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby extends the Agreement with the CONSULTANT for an additional one (1) year period to expire June 30, 2025.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March 2024.

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION, d/b/a
PALM BEACH TRANSPORTATION
PLANNING AGENCY

By: _____
Mayor Chelsea Reed, TPA Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruth Del Pino, TPA Agency Clerk

Paul Gougelman, TPA General Counsel

**PALM BEACH TPA AGREEMENT
(Agreement No. 2024-06)**

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
PALM BEACH TRANSPORTATION PLANNING AGENCY
AND MY SIDEWALK, INC.**

This Agreement is made as of this ____ day of _____, 2024, by and between the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes (F.S.), (hereinafter referred to as the "TPA") and My SideWalk, Inc., a Delaware corporation, and whose principal place of business is located at 1911 Baltimore Avenue, Kansas City, MO 64108 (hereinafter referred to as the "CONTRACTOR")

WITNESSETH

WHEREAS, the TPA has entered into an Agreement dated January 16, 2024, with the Contractor to perform Performance Dashboard Services (herein: the "Agreement"); and

WHEREAS, the parties to the Agreement desire to amend the manner in which payment is required to be made and will be remitted; and,

WHEREAS, this instrument is hereby referred to as the First Amendment to the Agreement, which has been duly approved by the parties hereto; and

WHEREAS, Stephen Hardy, as Chief Executive Officer, has been duly authorized by the CONTRACTOR's Board of Directors to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein and Ten and 00/100 DOLLARS (\$10.00), the parties agree as follows:

Section 1. **Incorporation of Facts.** The recitals ("WHEREAS" clauses) set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. **Effective Date.** This First Amendment to the Agreement shall take effect *nunc pro tunc* on January 16, 2024.

Section 3. **Amendment to Section 5. Of Agreement.** Section 5. Of the Agreement is hereby revised as shown below. New text is underlined, and deleted text is ~~stricken through~~.

Section 5. Payments.

- A. The TPA agrees to pay CONTRACTOR a maximum amount under this agreement of \$74,705.00 (dollars in United States currency) for the Services, including all out-

of-pocket or reimbursable expenses. The TPA has the option to extend the agreement by two additional one (1) year periods, with the maximum yearly increase of 5%. The TPA also has the option to purchase additional services as listed in Exhibit B. The TPA anticipates that funds will be allocated and distributed for the Agreement as follows:

Three-year subscription = ~~billed in FY 24~~ - \$75,452.05 which shall be billed at the rate of \$8,375 for initial set up at the beginning of the first contract year and at the beginning of each contract year during the three (3) initial term in equal installments of \$22,110.

Maximum Renewal Options:

*TPA FY 27 - \$23,205.00

*TPA FY 28 - \$24,310.00

* If TPA elects at its sole discretion to extend the agreement

*Additional Services available for purchase are listed in Exhibit

B. The CONTRACTOR will bill the TPA once each contract year for each year of the initial, full 3-year subscription~~l~~, with the one time set up fee billed in the same invoice at the beginning of contract year 1, for deliverables that have been completed and approved by the TPA. The CONTRACTOR's charges for all work provided under any Work Order issued by the TPA shall not exceed the amount (containing the final loaded price for billing purposes for the CONTRACTOR), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said final price not exceed 5% (five percent), unless increased for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. The parties agree that any modification to the indirect cost percentage used to derive the final loaded rates shall be for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. The total cost of the performance of all of the tasks described in the Scope, as further refined in the Work Orders issued, inclusive of all out-of-pocket or reimbursable expenses, shall be equal to or less than the not to exceed contract amount set forth above.

a. Invoices received from the CONTRACTOR will be reviewed and approved by the TPA's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the TPA Finance Department for payment. Each invoice shall be accompanied by the corresponding deliverables previously approved by the TPA's representative so that the TPA and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre- and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the UPWP, 23 CFR 450.314 and Section 339.175, Florida Statutes ("F.S."). Invoices shall cite the contract number and shall

contain an original signature of an authorized CONTRACTOR official. Invoices will ~~normally~~ be paid within thirty (30) days following the TPA's representative approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the TPA.

b. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the CONTRACTOR as a prime contractor agrees to pay its sub-contractors, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, the CONTRACTOR shall make full and prompt payment to its sub-contractors of any retainage held by the CONTRACTOR for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished according to the standards of the MPO and documented as required by the MPO. When the MPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.

c. In order for each party to close its books and records, the CONTRACTOR will clearly state "final invoice" on its last and final billing. This certifies that all deliverables have been properly completed, provided to, and approved by the TPA and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the CONTRACTOR. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the TPA's Executive Director and the TPA can receive payment under its JPA with the FDOT.

Section 4. Amendment to Section 12. Of Agreement. Section 12. of the Agreement is hereby revised as shown below. New text is underlined, and deleted text is ~~stricken through~~.

Section 12. **Termination.** This Agreement may be terminated by the CONTRACTOR for cause upon forty-five (45) ~~thirty (30)~~ days written notice to the TPA's representative. It may also be terminated by the TPA, in whole or in part, for cause, immediately upon written notice to the CONTRACTOR and without cause and for the convenience of the TPA upon forty-five (45) ~~(5)~~ days written notice to the CONTRACTOR. Notwithstanding the forgoing or anything

in this Agreement to the contrary, termination by the TPA shall not become effective until written notice of termination has actually been received by the CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the TPA. The CONTRACTOR shall not be entitled to any anticipated lost profits on uncompleted Work or other damages because of the TPA's termination of this Agreement for convenience. The CONTRACTOR shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONTRACTOR is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the CONTRACTOR to compensate the TPA for any actual damages suffered because of the CONTRACTOR default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONTRACTOR has obtained the TPA's agreement that such must be completed.
- C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.
- E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's Contract Representative.

Section 5. **Effective Date.** All other provisions of the original Agreement remain in effect, except as modified by this First Amendment to the Agreement. This instrument shall become effective upon execution.

REMIANDER OF PAGE LEFT VACANT

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto set their hands to this Agreement *nunc pro tunc* on this 16th day of January, 2024

CONTRACTOR:

MY SIDEWALK, INC., a Delaware Corporation

By: Stephen Hardy
Stephen Hardy, Chief Executive Officer

Date: 3/5/2024

ATTEST FOR CONTRACTOR:

Adrianna Choquette
Print Name: Adrianna Choquette

TPA:

PALM BEACH MPO, d/b/a Palm Beach Transportation Planning Agency

By: _____
Valerie Neilson, Executive Director

Date: _____

ATTEST FOR TPA:

Ruth Del Pino, Agency Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
TPA General Counsel

**PALM BEACH TPA AGREEMENT
(Agreement No. 2021-01)
SECOND AMENDMENT TO
AUDIT SERVICES
BETWEEN
PALM BEACH TRANSPORTATION PLANNING AGENCY
AND EXTERNAL AUDITOR**

This Agreement is made as of this ____ day of _____, 2024, by and between the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes (F.S.), (hereinafter referred to as the “TPA”) and Keefe, McCullough & Co., LLP, a Florida Limited Liability Partnership, authorized to do business in the State of Florida and whose principal place of business is located at 6550 North Federal Highway – 4th Floor, Ft. Lauderdale, FL 33308 (hereinafter referred to as the “AUDITOR”).

WITNESSETH

WHEREAS, the TPA has requested the services of the AUDITOR to provide annual Single Audit Reports of the TPA’s financial statements, internal controls, and grant compliance program, as more specifically described in the Scope of Services (also referred to as the “Scope” or “Work”) attached hereto as “Exhibit A” and incorporated into and made a part of this Agreement; and

WHEREAS, the 29-page Agreement No. 2021-01 between the TPA and the AUDITOR was entered into on February 26, 2021 (herein: the “Agreement”), together with an amendment in the form of a nine-page engagement letter dated May 23, 2023 (herein: the “First Amendment to the Agreement”); and

WHEREAS, the work called for in the Agreement, as amended by the First Amendment to the Agreement, must be expanded as described in this Second Amendment to the Agreement; and

WHEREAS, the TPA agrees to fund the costs associated with the performance of the Scope of Services described in this instrument (herein: the “Second Amendment to the Agreement”); provided, however, that this funding obligation is contingent upon the Florida Department of Transportation’s (hereinafter referred to as “FDOT”) approval of this Agreement, a determination by FDOT that said costs are “eligible project costs” for which the TPA will be reimbursed, and FDOT’s approval of each invoice submitted by the TPA to FDOT for reimbursement under the TPA’s Joint Participation Agreements (hereinafter referred to as “JPA”) with FDOT.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the parties agree as follows:

Section 1. Incorporation of Facts. The recitals (“WHEREAS” clauses) set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference. Attached hereto and incorporated herein as Exhibit “A” is the First Amendment to the Agreement which is already in effect and has been compensated to the AUDITOR according to its terms to date. The First Amendment is merely republished and is not included in this Second Amendment.

Section 2. Effective Date and Term. This Second Amendment to the Agreement shall take effect nunc pro tunc on January 1, 2024, and shall remain in full force and effect for a period of ninety days until March 31, 2024. The AUDITOR assures the TPA that all work under the Agreement, as amended,

will be completed on and very likely substantially before March 31, 2024. This Section 2. shall survive the termination of this Agreement.

Section 3. **Services.**

(a) Preparation of Financial Statements for FY 2022 and FY 2023. The Agreement is further modified to reflect that the AUDITOR shall prepare financial statements for FY 2022 and FY 2023. These are separate financial statements prepared for each fiscal year.

Section 4. **Payments.**

(a) Completion of FY 2023 Audit. Based on the First Amendment to the Agreement, the TPA agreed to pay the AUDITOR \$16,500 for preparation of the financial statement audit plus \$2,500 for preparation of the single audit for major program/project for extension of services for performance of the audit for 2023. Attached hereto as Exhibit "B" and incorporated herein is a report outlining the increased fees and time spent over and above the time originally contracted for and the sum of \$16,500 for the financial statement audit for 2023. As a result, the TPA hereby agrees to compensate the AUDITOR pursuant to this Second Amendment to the Agreement for additional time and work to complete the 2023 audit. The TPA will not make a separate payment for reimbursable expenses or for additional costs incurred by the AUDITOR for any reason, including reasons outside of AUDITOR's control.

(b) Preparation of Financial Statements for FY 2022 and FY 2023. Charges for preparation of financial statement for FY 2022 and FY 2023 are allocated as follows: FY 2022 is \$10,000 and has been charged and compensated by the TPA. FY 2023 is \$12,500. Consequently, work to complete these tasks will not exceed \$22,500.

Section 5. **Effective Date.** All other provisions of the original Agreement and First Amendment to the Agreement remain in effect, except as modified by this Second Amendment to the Agreement. This instrument shall become effective upon execution.

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the AUDITOR have hereunto set their hands to this Agreement on this ___ day of ___, 2024.

AUDITOR:

KEEFE, MC CULLOUGH & CO., LLP,
a Florida Limited Liability Partnership

By: [Signature]

Title: Partner

Date: 3/13/2024

TPA:

PALM BEACH MPO, d/b/a
Palm Beach Transportation Planning Agency

By: [Signature]
Valerie Neilson, Executive Director

Date: _____

ATTEST FOR AUDITOR:

[Signature]
Print Name: Kaitlin Chuback

ATTEST FOR TPA:

[Signature]
Ruth Del Pino, Agency Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A
First Amendment to the Agreement

May 23, 2023

Members of the Board of Directors and
Ms. Valerie Neilson, Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

Dear Board Members and Ms. Neilson:

We are pleased to confirm our understanding of the services we are to provide for Palm Beach Transportation Planning Agency (the "Organization") for the years ended June 30, 2023 and 2024. This engagement letter is an amendment to TPA Agreement No. 2021-01 approved on February 26, 2021 for the purposes of accepting the contractual option for a two (2) year extension of the Agreement. This engagement letter is subject to all provisions in TPA Agreement No. 2021-01, unless otherwise noted.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Organization as of and for the years ended June 30, 2023 and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Organization's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. If applicable to the Organization, the following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule - General Fund
3. Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program
4. Schedule of Contributions - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program

5. Schedule of Investment Returns - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program

We have also been engaged to report on supplementary information other than RSI that accompanies the Organization's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition
- The risk of non-compliance with rules and regulations

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Organization's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Organization in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of the audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings, and prepare a summary schedule of prior audit findings and a separate corrective action plan, if applicable.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless an extension has been granted.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe McCullough personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the agencies listed above. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Stephen P. Emery, C.P.A. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

CONFIDENTIAL

Our fees for the services described in this letter are as follows:

Year Ending June 30,	Financial Statement Audit	Single Audit, If Required, Per Major Program/Project
2023	\$ 16,500	\$ 2,500
2024	\$ 17,000	\$ 2,500

Our fees are based upon the anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimated before we incur the additional costs. This agreement may be renewed each year based on the mutual agreement to all terms, including fees, of both parties. An invoice for the services provided will be presented at the completion of the engagement or at the end of each semi-monthly billing period, whichever occurs first. Payment of our invoice is due when rendered.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the board of directors of Palm Beach Transportation Planning Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Palm Beach Transportation Planning Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


KEEFE McCULLOUGH



Stephen P. Emery, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Palm Beach Transportation Planning Agency.



Signature

Palm Beach TPA Executive Director

Title

06/22/2023

Date

Exhibit B

Report Outlining Increase in time Spent and Fees Compensable

Financial statement drafting services:

		Hours recorded for F/S drafting	Hourly rate	Amount		
Fiscal Year ended June 30, 2022:	Manager	60	150 \$	9,000		
	Administrative assistant	5.25	120 \$	630		
	Supervisory Staff	5.5	90 \$	495		
	Staff	0.5	80 \$	40	\$	10,165 A
Fiscal Year ended June 30, 2023:	Manager	55	200 \$	11,000		
	Administrative assistant	6	130 \$	780		
	Supervisory Staff	7	130 \$	910	\$	12,690 B
					\$	(355) discount
					\$	<u>22,500</u> A + B (less discount)

PALM BEACH TPA AGREEMENT NO. 2024-09**PROFESSIONAL SERVICES AGREEMENT****BETWEEN**

**THE PALM BEACH METROPOLITAN PLANNING
ORGANIZATION, d/b/a THE PALM BEACH TRANSPORTATION
PLANNING AGENCY AND
ACLARIAN LLC, a Florida Limited Liability
Company**

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2024 ("Effective Date") by and between the PALM BEACH METROPOLITAN PLANNING ORGANIZATION, d/b/a the PALM BEACH TRANSPORTATION PLANNING AGENCY, a Florida governmental entity created pursuant to Chapters 163 and 339, Florida Statutes ("TPA"), whose address is 301 Datura Street, West Palm Beach, FL 33401, and ACLARIAN LLC, a Florida Limited Liability Company ("Consultant"), whose address is 4240 W. Morrison Avenue, Tampa, FL 33629.

WHEREAS, this Agreement is based on a piggy-back exemption to the TPA's Procurement Policies pursuant to Section 4.D.; and

WHEREAS, the Consultant will provide a Turn-Key Outsourced Accounting and Finance Staffing and ERP Solution, as set forth in RFP #2022-04 from the Consultant to the TPA of Kenneth City, attached hereto as Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein ("Services," as further defined below) and as provided in Consultant's Response to the TPA of Kenneth City, RFP #2022-04, dated September 8, 2022, attached hereto as Exhibit "B", a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Consultant and TPA have agreed upon the fees for the Services as set forth in the Consultant's Response in Exhibit "B"; and

WHEREAS, the Consultant and TPA have agreed upon the fees for the Services as set forth in the Consultant's Standard Pricing Model in Exhibit "C"; and

WHEREAS, the Consultant and TPA have agreed upon the fees for the Services as set forth in the Consultant's Fee Schedule to include the modules required for the TPA's needs in Exhibit "D"; and

WHEREAS, the Consultant and TPA have agreed upon the Timeline as depicted in Exhibit "E" in the Consultant's Response for the progression of the implementation for ERP Solution of the

WHEREAS, the TPA desires to engage the Consultant to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the TPA agree as follows:

1. Recitals. Each and all of the foregoing recitals (“WHEREAS” clauses) be and the same is hereby incorporated into this Agreement by this reference. Exhibits A, B, C, D, and E are attached to this Agreement and by this reference incorporated herein.

2. Definitions.

2.1. “Accounting/Finance Outsourced Staffing” shall be defined as professionals contracted through the Consultant who have the primary responsibility for performing governmental accounting and finance services on behalf of the TPA.

2.2. “Agreement” means refers to this instrument as amended or extended from time to time.

2.3. “Anniversary Date” shall be defined as the Licensee’s use of the software which commences upon completion of Phase I of the Software implementation and shall automatically renew on the one (1) year anniversary of said date, and on the anniversary of said date each year thereafter.

2.4. “Effective Date” shall be defined as the date on which this Agreement becomes legally binding and effective.

2.5. “ERP Technology Solution” shall be defined as the Enterprise Resources Planning Technology Solution referred to herein as “Aclarian” or “Software”.

2.6. “ERP Technology Solution Transition” shall be defined as the finance professionals contracted through the Consultant who will lead and manage the transition of the new ERP solution on behalf of the TPA.

2.7. “Licensee” shall be defined as the TPA.

2.8. “Licensor” shall be defined as the Consultant.

2.9. “Proprietary Information” shall be defined as all proprietary or non-public information owned or created by Licensor, including the Software, and any know-how, trade secrets, data, materials, inventions, copyrights, trademarks, or discoveries that are necessary or substantially related to the Software.

2.10. “Public Records” means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the TPA or by the Consultant in performance of or related to this Agreement.

2.11. “Software” shall be defined as the accounting program known as “Aclarian,” and any software products related thereto provided by its affiliated subcontractors or third-party

vendors, including but not limited to human resources and payroll related software, as well as any technical information or documentation relating thereto.

2.12. “FDOT” means the Florida Department of Transportation.

2.13. “FHWA” means the U.S. Federal Highway Administration.

2.14. “FTA” means the U.S. Federal Transit Administration.

2.15. “U.S. DOT” means the U.S. Department of Transportation, or any of its agencies such as FHWA or FTA, among others.

2.16. “CFR” means Code of Federal Regulations

2.17. “Data” means recorded information, regardless of form or the media on which it *may* be recorded. The term includes *technical data* and *computer software*.

3. Grant of License.

3.1 Scope of License. Licensors grants to Licensee a non-exclusive, limited license to use the Software solely for the internal business purposes of employees of Licensee that are involved in the accounting, financials, and operations of Licensee. Licensee’s rights in the Software shall be limited to those expressly granted in this Agreement. Licensee shall not distribute, rent, resell, lease, sublicense, or otherwise disclose or transfer the Software to any third party (including but not limited to competitive businesses) without Licensors’ express written consent, and subject to additional license fees. Licensee shall not modify, reverse engineer, decompile, or create derivative works of the Software. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement and shall be subject to emergency injunctive relief and the payment of any related attorneys’ fees and court costs incurred by Licensors. Licensors acknowledges that Licensee shall be the sole and exclusive owner of the financial, accounting and customer information input into the Software for Licensee’s use.

3.2 Maintenance and Support. For the duration of this Agreement, Licensors will provide, at no charge to Licensee, maintenance and support. Maintenance refers to modifications, such as patches, corrections, and updates, as needed to ensure the software is functioning as intended. With regard to support, Licensors shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to resolving errors. An “error” is defined as a verifiable and reproducible failure of Licensors’ software product to operate as intended under normal use, and where the error is directly attributable to the Licensors’ software product as updated with current modifications. Support is available through the interactive “Help” feature within the Licensors’ software. Support does not include implementation of the Licensors’ standard software product, onsite or remote training, or development and installation of custom enhancements specifically requested by the Licensee in addition to the standard software product. Pricing for implementation services, onsite and remote training, and custom enhancements is disclosed in Exhibit A, a copy of which is attached hereto and by this reference incorporated herein.

4. Scope of Services.

4.1. The Consultant shall provide the Services set forth in the RFP #2022-04, Section II attached hereto as Exhibit “A” (the “Services”).

4.2. The Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement to the TPA.

4.3. The TPA agrees to provide the appropriate resources and access to applicable software needed to conduct TPA Services, and network folders and files containing relevant source data needed for transaction processing, reconciliations, and other required accounting and finance functions.

5. Compensation and Payment.

5.1. Compensation for Services provided by Consultant shall be in accordance with the RFP #2022- 04 Response dated September 8, 2022, attached hereto as Exhibit “B”. Prices as updated for quantities necessary for TPA are reflected in Exhibit “D”.

5.2. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the Consultant as a prime contractor [Aclarian] agrees to pay its sub-contractors, if any, no later than 20 days from receipt of each payment made by the TPA pursuant to this Agreement to the Consultant. Within not more than twenty (20) days after the subcontractor’s work is satisfactorily completed and the Consultant has received payment for the subcontractor’s work, the Consultant shall make full and prompt payment to its sub-contractors of any retainage held by the Consultant for proper completion of the subcontractor’s work. A subcontractor’s work is “satisfactorily completed” when all the tasks called for in the subcontract have been accomplished according to the standards of the TPA and documented as required by the TPA. When the TPA has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the TPA’s prior written approval, as approved by the TPA’s Executive Director. Reference in this Agreement to payment of sub-contractors shall not be interpreted to be an authorization by the TPA to hire any sub-contractor. In order for each party to close its books and records, the Consultant will clearly state “final invoice” on its last and final billing. This certifies that all deliverables have been properly completed, provided to, and approved by the TPA and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the Consultant. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the TPA’s Executive Director and the TPA can receive payment under its Joint Planning Agreement with the Florida Department of Transportation.

5.3 No travel or *per diem* reimbursement expenses will apply to this Agreement, unless expressly approved by the TPA in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the TPA's policy for travel expense.

5.4 The Consultant shall deliver an invoice to the TPA no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to the Consultant's invoice. The TPA shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the TPA Executive Director.

5.4.1 The TPA will pay compensation of \$85,500 for 5 years to Consultant for ERP Technology Solution in exchange for the grant of license to use the Software. An initial payment of \$17,100 (20%) will be paid upfront, and the remaining \$68,400 (80%) shall be paid in equal installments each year at \$17,100 (20%) on or before July 1st each year.

5.4.2 The TPA will pay the Lead and Manage ERP Transition fee of \$84,000 as outlined in Exhibit B in three stages.

5.4.2.1 A mobilization payment of \$50,400 (60%) will be paid upon the start of the Implementation Phased Approach (Phase I) outlined in Exhibit E.

5.4.2.2 A second payment of \$12,600 (15%) will be paid upon the completion of the implementation Phased Approach (Phase II) outlined in Exhibit E.

5.4.2.3 The final payment of \$21,000 will be paid upon the completion and full acceptance of the implementation Phased Approach (Phase III) outlined in Exhibit E.

5.4.2.4 The Consultant shall deliver an invoice to the TPA at the beginning of the month for ERP Technology and Transition fees detailing Services completed and the amount due to Consultant under this Agreement. The TPA shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the TPA Executive Director.

5.4.2.5 The TPA will pay compensation to Consultant for Outsourced Accounting/Finance staffing services at a rate of \$175/hour for a Senior Consultant and \$70/hour for a Consultant in an amount not to exceed \$23,100 per year for the Services if needed. The Consultant shall deliver an invoice to the TPA at the beginning of the month for Outsourced Accounting/Finance staffing services fees detailing Services completed and the amount due to Consultant under this Agreement. The TPA shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the TPA Executive Director.

6 Term.

6.1 This Agreement shall become effective upon the Effective Date and shall continue

for a term of five (5) years, unless earlier terminated in accordance with Section 7. At its sole discretion, the TPA shall have an option to renew this Agreement upon the same terms and conditions for up to one additional 3-year term (the "Renewal Option") under a fee structure to be negotiated by both parties. This Renewal Option may be exercised at the sole discretion of the TPA Executive Director. Such Renewal Option(s) shall be effective upon written notice from the TPA Executive Director to the Consultant no later than sixty (60) days prior to the date of termination of the initial term or the applicable Renewal Option term.

6.2 The Consultant agrees that time is of the essence, and the Consultant shall perform and complete the Services within the time frames as agreed upon by the Consultant and the TPA Executive Director, or said Director's designee.

6.3 Availability of Funds. The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. DOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the TPA shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses if:

- A. The FDOT has not approved this Agreement;
- B. FDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses are not "eligible project costs" for which the TPA may be reimbursed;
- C. FDOT shall not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or
- D. FDOT shall terminate or cancel its JPA with the TPA or fail to fully fund its obligations thereunder. The TPA's failure to receive funds or the revocation of funding shall constitute a basis for the TPA's termination of this Agreement for convenience.

7. Termination; ERP Solution; FDOT Funding.

7.1 Outsourced Accounting / Finance Staffing

7.1.1 The TPA Executive Director or the Consultant, without cause, may terminate this Agreement specific to Outsourced Accounting/Finance Staffing upon thirty (30) calendar days written notice to the other party, or immediately with cause.

7.1.2 Upon receipt of the TPA's written Notice of Termination, the Consultant shall immediately stop work on the project, unless directed otherwise in writing by the TPA Executive Director.

7.1.3 In the event of termination by the TPA, the Consultant shall be paid for all work accepted by the TPA Executive Director up to the date of termination; provided, that the Consultant has first complied with the provisions of Paragraph 7.1.4 of this Agreement.

7.1.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the TPA, in a hard copy and electronic format within fourteen (14) days from the date of the written Notice of Termination or the date of expiration of this Agreement. Transfer in an electronic format shall be in a format acceptable to the TPA for use by the TPA's electronic systems. In the event of termination by the TPA, the Consultant shall be paid for all work accepted by the TPA Executive Director up to the date of termination.

7.1.5 In the event of termination by the TPA, the Consultant shall be paid for all work accepted by the TPA Executive Director up to the date of termination.

7.2 ERP Technology Solution

7.2.1 The TPA Executive Director, or the Consultant, without cause, may terminate this Agreement specific to the ERP Technology Solution "Aclarian" upon thirty (30) calendar days written notice to the other party, or immediately with cause.

7.2.2 In the event of termination by the TPA, the Consultant shall be paid for all work accepted by the TPA Executive Director up to the date of termination.

7.2.3 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the TPA, in a hard copy and electronic format within fourteen (14) days from the date of the written Notice of Termination or the date of expiration of this Agreement. Transfer in an electronic format shall be in a format acceptable to the TPA for use by the TPA's electronic systems.

7.2.4 Upon termination, the Consultant shall disable Licensee's account on the Licensor's web-based software application.

It is understood that either party shall have the right to terminate the Outsourced Accounting/Finance Staffing and the ERP Technology Solution independently of each other. The termination of Consultant Services does not automatically terminate the ERP Technology Solution or software service and *vice versa*.

7.2.5 FDOT Funded Project.

A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of any agreement between the TPA and the FDOT providing funding for this Agreement. The Consultant shall not perform any act, fail to perform any act or refuse to comply with TPA requests which would cause the TPA to be in violation of any term or condition of its Joint Planning Agreement with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The Consultant will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, the Consultant may terminate this Agreement by providing written notice to

the TPA. In the event of termination, the Consultant will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the TPA's obligation to pay, as set forth in this Agreement, including but not limited to those described in this Agreement. The TPA's obligation to pay the Consultant is contingent upon the TPA's receipt of funds from the FDOT for the purposes of this Agreement.

B. If any provision of this Agreement requires the Consultant to violate any federal, state or local law or regulation, the Consultant will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.

8 TPA's Responsibilities.

8.1 The TPA shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Consultant and in possession of the TPA, and provide criteria requested by the Consultant to assist the Consultant in performing the services provided for in this Agreement.

8.2 Upon the Consultant's request, the TPA shall reasonably cooperate in arranging access to public information that may be required for the Consultant to perform the services provided for in this Agreement.

9 Data Security and Privacy.

9.1 In the course of providing the Software and related services under this Agreement, the Licensor will employ information security and physical security safeguards, procedures and practices to protect the privacy and security of the Licensee's data that the Licensor receives, accesses, uses, creates, or discloses. Such safeguards shall be at least equal to industry standards in use in South Florida and be reasonably appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized third-party disclosure or access of Licensee's data. The Licensor shall continuously make a good faith effort to detect, respond to, and mitigate data security incidents, and to notify the Licensee of any such incidents involving the Licensee's data, as soon as reasonably practicable and in accordance with applicable laws or governmental regulation.

9.2 Secure Protection and Handling of Data. Without limiting the foregoing, the Licensor and its subsidiaries shall at a minimum use all reasonable efforts to establish and maintain reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards of all Consultant owned or leased hardware/software including network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments and business continuity/disaster recovery and security plans that are designed to protect the TPA's information against and to prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data used in connection with the

TPA's information and the operation of the Licensor's and its subsidiaries' businesses ("Breach"). In all events, the Licensor's reasonable efforts and actions shall at a minimum comply with all governmentally-established minimum standards applicable to the TPA. Likewise, the Licensor agrees to maintain network security that conforms to generally recognized industry standards (see §9.11. Industry Standards") and best practices that Licensor then applies to its own network. The Licensor will also comply with all applicable Health Insurance Portability and Accountability Act ("HIPAA"), Public Law 104-191, as amended, requirements and any other state and federal rules and regulations regarding security of information.

9.3 Data Security. The Licensor agrees to preserve the confidentiality, integrity and accessibility of TPA and MEMBERS data with administrative, technical and physical measures that conform to generally recognized industry standards (see §9.11. Industry Standards") and best practices that the Licensor then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

9.4 Data Storage. The Licensor agrees that any and all of the TPA's data will be stored, processed, and maintained solely on designated target servers, and that none of the TPA's data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Licensee's designated backup and recovery processes and encrypted in accordance with Section 9.6. Data Encryption" of this Agreement.

9.5 Data Transmission. The Licensor agrees that any and all electronic transmission or exchange of system and application data with the TPA, and/or any other parties expressly designated by the TPA, shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with Section 9.7. Data Re-Use" of this Agreement.

9.6 Data Encryption. The Licensor agrees to store all the TPA's backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. The Licensor further agrees that any and all of the TPA's data defined as personally identifiable information under current legislation or regulations, all as amended from time to time during the term of this Agreement, stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key NIST Data Protection Standards p. 2 April 20, 2012 for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption. The Consultant during the term of this Agreement shall actively propose from time to time to the TPA, and upon the TPA Executive Director's approval, to implement revised forms of encryption to preserve the security of the TPA's records.

9.7 Data Re-Use. The Licensor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or

business units of the Licensor. The Licensor further agrees that no TPA data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties, except on a case-by-case basis as specifically agreed to in writing by the TPA's Executive Director's.

9.8 End of Agreement Data Handling. The Licensor agrees that upon termination of this Agreement, and compliance with the Florida Public Records Act, Chapter 119, Florida Statutes, concerning transfer of Public Records to the TPA, that the Licensor shall comply with the following: As provided by statute upon completion of this Agreement, the Consultant shall transfer, at no cost, to the TPA all Public Records and data in possession of the Consultant or encrypted in the Software or keep and maintain Public Records and data required by the TPA to perform its work. If the Consultant transfers all Public Records and data to the TPA upon completion of this Agreement, the Consultant shall then destroy any duplicate Public Records or other data that are exempt or confidential and exempt from Public Records disclosure requirements. If the Consultant keeps and maintains Public Records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining Public Records. All records stored electronically must be provided to the TPA, upon request from the TPA's custodian of Public Records or Executive Director, in a format that is compatible with the information technology systems of the TPA. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A— see <http://csrc.nist.gov/>. However, in no circumstance shall the Licensor destroy or delete the TPA's data until verification that all data retention necessary to comply with Florida Record Retention Schedules is met by the Licensor, or that such data has been provided to the TPA to ensure compliance with Florida Record Retention laws.

9.9 Security Breach Notification. The Licensor agrees to comply with all applicable laws that require the notification of individuals in the event of the unauthorized release of personally identifiable information or other event requiring notification. Pursuant to this Agreement, the Licensor affirms that the Licensor and its subsidiaries have not been notified of, and have no knowledge of, any event or condition that would reasonably be expected to result in, any such breach of this Agreement. If a breach, or other incident occurs or is reasonably suspected which could result in the destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data used in connection with the TPA's information, the Licensor shall immediately, but no later than 48 hours after Licensor becomes aware of or reasonably suspects any such destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data, notify the TPA by telephone, email and written correspondence. Said written correspondence shall be detailed as to the nature and extent of the event(s).

The Consultant further hereby agrees and affirms that in the instance of any breach, unauthorized distribution, use, access, misappropriation or compromise or misuse of any information technology system or Data containing "personal protected information" of the TPA, its employees, or other persons contained within such information, the Licensor shall,

at its own cost and expense, and only following receipt of written approval from the TPA, perform all statutory or other regulatory required notifications to the affected individuals whose data was compromised, any necessary federal or state regulators, and all national credit reporting services within thirty (30) days as required under Florida Statute Section 501.171, and/or any federal or other state requirements governing such personal protected information as may be required under HIPAA and/or any other promulgated rules or regulations of Federal or State law.

The Licensor further agrees that, in addition to any other remedies available to the TPA under law or equity, the Licensor will indemnify, hold harmless, and reimburse the TPA in full for all costs incurred by the TPA in investigation and remediation of any breach caused, in whole or in part, by the Licensor, or by the release of any personal information that would in any manner affect the credit or other reputation of a governmental official, employee, or member of the public, caused in whole or in part, by the Licensor.

9.10 Right to Audit. The TPA, or a TPA-appointed audit firm, (the “Auditors”) has the right to audit the Licensor and the Licensor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of the TPA’s data. The TPA will announce their intent to audit the Licensor by providing at a minimum two weeks (10 business days) notice to the Licensor. This notice will go to the Licensor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Licensor’s premises, the Licensor during regular business hours or at such other time acceptable to the Auditors will allow the Auditors access to their site. Where necessary, the Licensor will provide a personal site guide for the Auditors while on site. The Licensor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Licensor will make necessary employees or contractors available for interviews in person or on the phone during the aforesaid time frame of the audit. In lieu of the TPA or their appointed audit firm performing their own audit, if the Licensor has an external audit firm that performs a certified Type II SAS 70 review, the TPA has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified Type II SAS 70 review for testing the controls that have an impact on the TPA’s data. Audits will be at the TPA’s sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the Licensor.

9.11 Industry Standards. Generally recognized industry standards, when applicable, include but are not limited to the current standards and benchmarks set forth and maintained by the: a. Center for Internet Security - see <http://www.cisecurity.org> b. Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>. c. National Institute for Standards and Technology - see <http://csrc.nist.gov> d. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov> e. ISO/IEC 27000-series - see <http://www.iso27001security.com/> f. Organization for the Advancement of Structured Information Standards (OASIS) - see <http://www.oasis-open.org/>.

9.12 Licensor Warranty. The Licensor: (i) warrants that the services provided in this Agreement will be in substantial conformity with the information provided in the Licensor's response to the RFP #2022-04 but in form and quality as useable by and applicable to the TPA, and agrees to inform the TPA promptly of any material variation in operations from that reflected in the Response; and (ii) agrees that any material deficiency in operations from those as described in the Response will be resolved promptly and in the event a resolution is not timely reached, in no event shall the resolution take longer than seven (7) TPA business days, such a material deficiency shall be deemed a material breach of this Agreement.

10 Cyber Liability Defense and Indemnification

10.1 Notwithstanding any other provisions in the Agreement, the Licensor hereby covenants and agrees to defend, indemnify and hold harmless the TPA, its employees, agents and assigns from any and all claims, fines, penalties, or judgments, in whatever form which may arise out of any breach, destruction, loss, unauthorized, unpermitted, or accidental distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or data in the possession of Licensor which belongs to or pertains to information obtained from the TPA. This provision is a material part of this Agreement.

11 Subconsultants.

11.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the work and services to be provided pursuant to this Agreement.

11.2 The Consultant may only utilize the services of a subconsultant with the prior written approval of the TPA Executive Director, which approval may be granted or withheld in the TPA Executive Director's sole and absolute discretion.

11.3 The TPA agrees that during the term of this engagement and for a period of one year (365 days) after the expiration or termination date of this Agreement, the TPA will not solicit, hire, contract with, or engage the services of any person providing services to the TPA on behalf of the Consultant without the prior written consent of the Consultant. The TPA acknowledges that Consultant personnel may be subject to agreements restricting their right to contract with or solicit business from the TPA other than their service through the Consultant.

12 Consultant's Responsibilities; Representations and Warranties.

12.1 The Consultant shall exercise the same degree of, or greater degree of, care, skill and diligence in the performance of the work and services to be provided pursuant to this Agreement as is ordinarily provided by a consultant under similar circumstances in South Florida. If at any time during the term of this Agreement or within two (2) years (730 days) from the completion of this Agreement, it is determined that the Consultant's work or services provided pursuant to this Agreement are incorrect, not properly rendered, defective, or fail

to conform to TPA requests, the Consultant shall at Consultant's sole expense, immediately correct its Work or Services.

12.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws applicable to and necessary to perform the Services for TPA as an independent contractor of the TPA. The Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

12.3 The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by the Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

12.4 It is understood and agreed by Consultant and the TPA that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of the Agreement. It is also understood and agreed that each local entity will establish its own contract with the Consultant, be invoiced therefrom and make its own payments to the Consultant in accordance with the terms of the contract established between the new governmental entity and the Consultant. It is also hereby mutually understood and agreed that the TPA is not a legally bound party to any contractual agreement made between Consultant and any entity other than the TPA.

13 Consultant's Employees.

13.1 The Consultant shall at all times have a competent English-speaking supervisor who thoroughly understands the Work, who shall, as the Consultant's agent, supervise, direct and otherwise conduct the Work. The Consultant's employees shall serve the public in a courteous, helpful, and impartial manner.

13.2 The Consultant shall, upon receipt of a written request from the TPA, immediately exclude any employee of the Consultant from providing Work under this Agreement. No reason need be given for such direction by the TPA.

13.3 The Work contemplated in this Agreement is on public property. Accordingly, no alcoholic beverages or illegal drugs shall be allowed.

13.4 All references in this Agreement to the Consultant shall include Consultant's employees or sub-Consultant, wherever applicable.

14 Indemnification.

14.1 The Consultant shall indemnify and hold harmless the TPA, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities,

causes of action, judgment or damages, arising from the Consultant's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement or the work or services to be performed pursuant to or consistent or as a result of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to or related to this Agreement. The Consultant shall reimburse the TPA for all its expenses, including reasonable attorneys' fees for attorneys of the TPA's choice and costs, incurred in and about the defense of any such claim or investigation and for any judgment or damages, arising from the Consultant's performance or non-performance of this Agreement. This provision is material to this Agreement, and this provision shall supersede any insurance related defense.

14.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the TPA, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA is subject to section 768.28, Florida Statutes, as may be amended from time to time. The parties agree that this Agreement is neither a construction contract as provided in Section 725.06, Florida Statutes, or a design professional contract as provided in Section 725.08, Florida Statutes. The monetary limitation on the extent of the indemnification provided to the TPA and its respective agents, employees, volunteers and elected officers by the Consultant shall not be more than \$5 million per occurrence. Any indemnification provided for hereunder shall not be secondary to insurance of the Consultant.

14.3 The provisions of this section shall survive termination of this Agreement.

15 Insurance.

15.1 The Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the TPA against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TPA, its officials, employees, agents and volunteers. Any insurance maintained by the TPA shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of:

15.1.1. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the TPA against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office. The use of an excess/umbrella liability policy to achieve the

limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Comprehensive Automobile and Vehicle Liability insurance policy.

15.1.2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the TPA against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or sub-Consultants. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultant and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

15.1.3. Professional Liability. Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000 per occurrence. This insurance may be claims made insurance but must be maintained for at least 365 days after the termination of this Agreement.

15.1.4. Workers' Compensation and Employers Liability. The Consultant shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the Consultant must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the Consultant and, if required by law, shall also extend to volunteers of the Consultant.

15.2 Evidence of Insurance. Prior to the Consultant receiving its Notice to Proceed from the TPA and commence Work under this Agreement, satisfactory evidence of the required insurance shall be provided to the TPA. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the TPA designating the TPA as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The TPA, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The Consultant, in the manner provided in this Agreement for giving notice, shall forward to the TPA any of the instruments required hereunder within thirty (30) days of request by the TPA or, on not less than a yearly basis, not later than the effective date of any policy or policy renewal. If the Consultant does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the TPA, or on not less than a yearly basis, or if the Consultant fails to at all or any times to maintain adequate insurance as required herein, the TPA may, but shall not be obligated to obtain insurance to satisfy this Section 15. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach Transportation Planning Agency", as the

named “additional insured.” The Consultant’s failure to provide evidence of coverage prior to the time the Consultant is to commence performance shall be grounds for the TPA’s cancellation or termination of this Agreement.

15.3 Additional Insured. Except with respect to Professional Liability Insurance and Workers’ Compensation Insurance, the TPA is to be specifically included as an Additional Insured for the liability of the TPA resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant’s insurance, including that applicable to the TPA as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TPA shall be in excess of and shall not contribute to the Consultant’s insurance. The Consultant’s insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

15.4 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the TPA. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. No primary policy shall have a deductible of not more than \$10,000 without the written approval of the TPA, and the excess/umbrella policy shall provide insurance for any loss or damage over the maximum limits of the primary policy.

15.5 General Insurance Provisions.

1. Prior to issuance of a Notice To Proceed by the TPA and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the shall ensure that their subcontractors, and any other contractors in privity with the Consultant shall maintain the insurance coverages set forth below. Any attorneys’ or paralegals’ fees shall be in addition to the coverage or limits set forth herein.

2. All insurance to be obtained will name the TPA, as its respective interests may appear, and will require the insurer to give written notice of any cancellation or change to be sent to the Consultant and the TPA at least forty-five (45) days prior to cancellation, termination, or material change.

3. Unless otherwise approved by the TPA, in its sole discretion, all insurance shall be Occurrence Form, to the extent that such form of insurance is available on commercially reasonable terms, policies of insurance, shall not have a deductible of more than \$10,000 unless approved in writing by the TPA Contract Representative, shall be with an insurance company licensed by the State of Florida Insurance Commissioner, or said Commissioner’s successor, to issue the policy presented, issued by a company having an A.M. Best’s Rating Guide financial strength rating of A or better and a financial size category of VII or better. In the event that A.M. Best’s Rating Guide is discontinued, the TPA and the Consultant shall amend this Agreement to provide a successor rating service and ratings, which in the TPA’s reasonable judgment are similar to what is required by this Agreement. “Claims made” insurance shall not be acceptable insurance under this Agreement, except in the case of professional liability insurance.

4. The Consultant, any other contractors in privity with the Consultant shall be solely responsible for all deductibles and retentions contained in their respective policies.

5. The TPA will be included as an “Additional Insured” on the Commercial General Liability, any Umbrella Liability, and Builders’ Risk policies. The Consultant’s insurance policies will be primary over any and all insurance available to the TPA, whether purchased or not, and must be non-contributory.

6. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office (“ISO”) or the National Council on Compensation Insurance (“NCCI”). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the Consultant will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

7. The Consultant will ensure that each insurance policy obtained by it or by any sub-contractor on the Work provides that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.

15.6 Adequacy of Insurance Coverage.

1. The adequacy of the insurance coverage required by this section 15. may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The Consultant has the right to contest the request for a change in insurance but must be commercially reasonable.

15.7 TPA right to procure insurance. If the Consultant, or its sub-contractors refuse, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the TPA, at its option, may but shall not be obligated to, procure or renew such insurance. Regardless of whether the TPA decides to obtain insurance, that shall not excuse the Consultant’s responsibility for any loss, damages, or injury. In that event, all commercially reasonable amounts of money paid therefor by the TPA shall be treated as a right to suspend any payments under this Agreement to the Consultant, until the Consultant pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the Consultant to the TPA within twenty (20) calendar days of written notice thereof.

15.8 Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. The Consultant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.

15.9 The provisions of this section shall survive termination of this Agreement.

16 Ownership and Access to Records; Audits.

16.1 The Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the TPA, or this Agreement, which are conceived, developed or made by the Consultant during the term of this Agreement ("Work Product") belong to the TPA or the State of Florida. The Consultant shall promptly disclose such Work Product to the TPA and perform all actions reasonably requested by the TPA or the Florida Secretary of State (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 During the term of this Agreement and for three (3) years (1,095 days) from the date of termination, the Consultant shall allow TPA representatives access, during reasonable business hours, to the Consultant's and, if applicable, a sub-Consultant's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the TPA determines the Consultant was paid for services not performed, upon receipt of written demand by the TPA, the Consultant shall remit such payments to the TPA.

16.3 This section shall survive the termination of this Agreement.

17 Public Records.

17.1 The Consultant agrees to keep and maintain Public Records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The TPA Executive Director, or said Director's designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. The Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The Consultant shall ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and with the written authorization of the TPA's Executive Director, and following completion of the Agreement until the records are transferred to the TPA.

17.2 Upon request from the TPA's custodian of Public Records, the Consultant shall provide the TPA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TPA.

17.4 Upon completion of this Agreement or in the event of termination by either party, any and all Public Records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the TPA Executive Director, at no cost to the TPA, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the TPA in a format that is compatible with the TPA's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements.

17.5 Any compensation due to the Consultant shall be withheld until all records are received as provided herein.

17.6 The Consultant's failure or refusal to comply with the provisions of this section may result in the immediate termination of this Agreement by the TPA.

17.7 Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: TPA Agency Clerk, 301 Datura Street, West Palm Beach, FL 33401, (561) 725-0800. Email: Rdelpino@PalmBeachTPA.org. The foregoing contact information may be unilaterally changed by the TPA at anytime in writing to the Consultant.

18 Independent Contractor.

18.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the TPA, the State of Florida, or the federal government, with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, the Consultant shall not attain, nor be entitled to, any rights or benefits of the TPA, the State of Florida, or the federal government, nor any rights generally afforded classified or unclassified employees.

18.2 The Consultant further understands that Florida Workers' Compensation benefits available to employees of the TPA are not available to the Consultant and agrees to provide workers' compensation insurance for any employee or agent of the Consultant rendering services to the TPA under this Agreement.

18.3 This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18.4 All employees and sub-Consultants of the Consultant shall be considered to be, at all times, the sole employees or sub-Consultants of Consultant, under its sole discretion and not an employee, Consultant or agent of the TPA.

19 Compliance with Laws.

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out services and work to be performed under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services and work to be performed under this Agreement at its own expense.

19.2 The Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the services and work to be performed and the conduct of all persons engaged in or the materials or methods used by him, on the services and work to be performed. The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services and work to be performed under this Agreement. At all times during the Term of this Agreement, the Consultant shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the services and work to be performed, and upon termination of this Agreement for any reason, the Consultant shall transfer such permits, if any, and if allowed by law, to the TPA. This section shall survive the termination of this Agreement.

19.3 Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a *bona fide* employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

20. Public Entity Crimes Affidavit. The Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

21. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

22. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

23. Nonassignability. This Agreement shall not be assignable by Consultant, unless such assignment is first approved by the TPA Executive Director in writing. The TPA is relying

upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the TPA's area, circumstances and desires. Consequently, the TPA may refuse to approve an assignment for any reason.

24. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

25. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. Entire Agreement/Modification/Amendment.

23.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

23.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

28. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Given that this Agreement was made in Palm Beach County, is to be performed in Palm Beach, and the parties to this Agreement view Palm Beach County as a most convenient situs for any litigation, consistent with the home venue provision, venue for any proceedings arising out of this Agreement shall be proper exclusively in Palm Beach County, Florida, whether in state or federal court.

29. Attorneys' Fees and Waiver of Jury Trial. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

30. Conflict of Interest. To avoid any conflict of interest or any appearance thereof, the

Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, *etc.*), with any current, or foreseeable, adversarial issues in the TPA.

31. Protection of Property and Public Safety.

31.1 The Consultant shall continuously maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement.

31.2 The Consultant shall take all necessary precautions for the safety of employees or sub-consultant in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of federal, state, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

32. Accident Prevention and Regulations. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and sub- Consultant shall conform to all OSHA, Federal, State, County and TPA regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Consultant responsible for same.

33. Background Checks.

33.1 The Consultant will be responsible for maintaining current background checks on all employees and sub-Consultant employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement if requested by the TPA Executive Director. Written verification of any background checks must also be provided to the TPA at the request of the TPA Executive Director.

33.2 See *a/so* Section 42. Regarding E-Verify.

34. Notices. Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms:

A. By certified U.S. Mail, return receipt requested, postage prepaid, and addressed to the party to receive such notice, invoice, or communication, as set forth below; or

B. By nationally recognized overnight courier service (*e.g.*, FedEx, UPS, *etc.*) prepaid and addressed to the party to receive such notice, invoice, or communication, as set forth below; or

C. By hand delivery to the office of the party to whom such notice, invoice,

or communication is being given.

D. All notices, invoices, or communications shall be addressed or hand delivered to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to the TPA:

Palm Beach Transportation Planning Agency
c/o Valerie Neilson
301 Datura Street
West Palm Beach, FL 33401

If to the Consultant:

Andrew Laflin, President
Aclarian LLC
4240 W. Morrison Avenue
Tampa, FL 33629

The foregoing individuals shall also be known in this Agreement as the agency's "Contract Representative."

E. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party's individual listed in Section 35. by hand delivery, or by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Services, *etc.*) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested.

F. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 35, but the change is not effective until the change notice is actually received by the other party.

G. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

H. Relay of Official Notices and Communications. If the Consultant or the TPA receives any notice from a governmental body or governmental officer that pertains to this Agreement or performance pursuant hereto, or receives any notice of litigation or threatened litigation affecting any of the aforementioned subjects, then the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement.

35. Disadvantaged Business Enterprises (DBE) and Prompt Payment.

A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the Consultant will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT - assisted contract or the requirements of 49 CFR Part 26. The Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.

B. If the policy of the TPA that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO/TPA contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help removed barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

C. The TPA, the Consultant, and the TPA's other contractors, shall take all necessary and reasonable steps to ensure disadvantaged businesses have an opportunity to compete for and perform the contract work of the TPA, in a non-discriminatory environment.

D. The TPA requires that the Consultant, and the TPA's other contractors, shall not discriminate on the basis of race, color, national origin, and sex, in the award and performance of this contract. The policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

E. Subcontracting Required Statement. Under 49 CFR 26.13(b), each sub-consultant agreement signed by the Consultant must include the following assurance:

"The Consultant, sub recipient or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TPA deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying Consultant from future contracts as non-responsible.

E. The Consultant shall include the statements set forth in paragraphs A. and B.

above in each subcontract or sub-consultant contract it lets.

F. Race Neutral Achievement. In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral methods. The TPA is required to implement the FDOT DBE Program on any contracts with FHWA funds. FDOT operates a 100% race and gender-neutral DBE program.

1. The TPA will not require use of DBEs by the Consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The TPA will not use bidder DBE commitments to evaluate bidder proposals or to select the winning Consultant.
3. The TPA will not employ local or regional preferences in the evaluation or award of the contract.
4. The TPA is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation or delivery of the contract.

G. Eligible DBE Participants. For the purpose of this Agreement, the TPA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or a TPA whose DBE certification process has received FTA approval; or
3. Certified by another TPA approved by the FDOT.

H. Availability of Supportive Services. The TPA and FDOT are committed to sustainability and growth of DBEs and other small businesses. The TPA urges the selected Consultant to make considered efforts to identify and use these firms. For assistance with locating DBEs, the Consultant may access the Florida DBE Directory. Further assistance may be obtained by contacting FDOT DBE supportive services provider at <https://www.fdotdbesupportservices.com/>, 866-378-6653. Supportive services are offered free of charge to DBEs and contractors/consultants.

I. DBE Reporting Requirements.

1. All bidders must provide Bidders Opportunity List information and must be prepared to provide this information in the FDOT Equal Opportunity Compliance (EOC) System in the future as updates are made. Instructions for doing so are located on the FDOT website at

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/equalopportunity/eoc-help/bidders-opportunity-list/report-bidders-list.pdf?sfvrsn=dde4e3b5_0

2. The selected Consultant must use the FDOT EOC system to report the use (or lack thereof) of DBEs. The Consultant must enter both its DBE commitments and sub-consultant list in EOC. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.

3. The selected Consultant must access FDOT at least every thirty (30) days to update commitments and enter EOC payments. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.

The TPA reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

J. The Consultant will only be permitted to replace a certified DBE sub-consultant who is unwilling or unable to perform. If a sub-consultant fails to perform or make progress as required by this Agreement and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by TPA. The Consultant shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The Consultant must obtain the TPA's representative's prior approval to substitute a DBE. The Consultant shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the Consultant fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

K. The Consultant shall provide the TPA with a copy of the Consultant's contract with any sub-consultant and any other related documentation requested by TPA's representative.

L. Notwithstanding any provision of this Agreement, with regard to the DBE program the Consultant agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the Consultant agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination, or inspection upon the request of TPA's representative or any authorized representative of FDOT or the U.S. DOT or any agency thereof. The Consultant agrees to require all of its DBE subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.

M. Prior to receiving any progress payment due under this Agreement, the Consultant shall certify that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the Consultant in its performance of the Work, their pro-rata share(s) of the payment received by the Consultant from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the Consultant pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The Consultant shall return all retainage payments

withheld by the Consultant within thirty (30) days after each sub-consultant's work has been satisfactorily completed. The Consultant shall not be entitled to any progress payment before certification, unless the Consultant demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subcontractors and suppliers.

N. Within twenty (20) days of the Consultant's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the Consultant shall pay all sub-consultants and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the Consultant in its performance of the Work, their pro-rata share(s) of the payment(s), unless the Consultant demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected sub-consultants and suppliers within said thirty (30) day period.

O. Cooperation with TPA Oversight: The TPA is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the Consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected Consultant (or the Consultant itself, if a DBE), and by reviewing payments and retainage to ensure sub-consultants are paid promptly as defined in this Agreement. The selected consultant will cooperate fully with TPA oversight efforts, as well as those instituted by FDOT and/or FHWA.

P. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

Q. Sanctions for Noncompliance: The selected Consultant is responsible for compliance with this section, both for itself and its sub-consultant, if any. Failure to comply with any provision of this section is a material breach of contract and could result in sanctions taken by the TPA, MPO or the primary recipient, FDOT, including but not limited to termination of the contract; withholding progress or final payments; assessing liquidated damages; disqualifying the Consultant from future work; or referral of noncompliance determination(s) to the FDOT or USDOT Offices of Inspector General, if appropriate.

R. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

S. The provisions of this section shall survive the termination of this Agreement.

36. Truth in Negotiations Certificate. Signature of this Agreement by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the TPA determine that the rates and costs were increased due to

inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The TPA shall exercise its rights under this section within three (3) years following final payment.

37. Federal and State Taxes. The TPA is exempt from payment of the Florida State Sales and Use Taxes. The TPA may sign or have cause to have signed an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the Consultant authorized to use the TPA's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

38. Successor and Assigns. The Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The Consultant shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

39. Arrears. The Consultant shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

40. Federal Funds. Federal funds are utilized to pay the Consultant hereunder. Consequently, all provisions as set forth in Exhibit C attached hereto as incorporated herein by this reference. Pursuant to Section 218.77, Florida Statutes, payment for services and products provided by this Agreement and time thereof is contingent upon receipt of federal funds or federal approval.

41. Discriminatory Vendor List. The Consultant hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

42. E-Verify.

A. The TPA has agreements with FDOT which require the TPA to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of Consultant's employees and the employees of the Consultant's sub-consultant, performing Work pursuant to this Agreement. In addition, Florida law requires that the E-verify system be used by the Consultant. See s. 448.095, F.S. Accordingly, the Consultant agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The Consultant shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.

B. The Consultant acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay Consultant for the services it provides under this Agreement. The Consultant further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The Consultant affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and the FDOT.

43. Title VI – Nondiscrimination Policy Statement. The Palm Beach Transportation Planning Agency (TPA) values diversity and both welcomes and actively seeks input from all interested parties, regardless of cultural identity, background or income level. Moreover, the TPA does not tolerate discrimination in any of its programs, services or activities. The TPA will not exclude participation in, deny the benefits of, or discriminate against anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status. Additionally, the TPA extends these same assurances to any protected class as recognized by any of the local governments within its service area. The TPA will actively work to ensure inclusion of everyone in our community so that our programs, services and activities represent the diversity we enjoy.

The purpose of the TPA Title VI program is to establish and implement procedures that comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 (ADA), as well as other related federal and state statutes and regulations. These procedures have been adopted to conform to Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) regulations, as well to Florida Department of Transportation (FDOT) guidelines.

During the performance of this Agreement, the Consultant agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The Consultant with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5, of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified

by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration (FAA), and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the FDOT, FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT shall impose such contract sanctions as it or the FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

1. Withholding monthly progress payments to the Consultant until the Consultant complies;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying Consultant from future contracts as non-responsible.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A. through E. of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

G. The Consultant does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. Accessibility: The Consultant will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where the Consultant's work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida Green Book, as applicable. The Consultant does hereby represent and certify that it will comply

with all the requirements of the Americans with Disabilities Act (42 U.S.C. 12102, *et seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

I. The Consultant shall report all grievances or complaints pertaining to its actions and obligations under this Article to the TPA.

J. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21. The Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal Aid highway Act of 1973 (23 U.S.C. §324 *et seq.*) (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*), as amended; (prohibit discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on age, creed, color, national origin, or sex); The Civil rights Restoration Act of 1987 (P.L. 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R., parts 37 and 38; The Federal Aviation Administration’s Non-discrimination status (49 U.S.C. §47123)(prohibits discrimination on the basis race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and effects on minority and low-income populations); Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

K. Required Activities for Compliance. Pursuant to Section 9 of the U.S. DOT Order 1050.2A, the TPA assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity. The TPA and the Consultant further assure FDOT that they will undertake the following

with respect to programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer;
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated through the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English;
3. Insertion of the clauses set forth in Section 43. A.- E. and J. of this Agreement;
4. Development a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator;
5. Participate in training offered on Title VI and other nondiscrimination requirements;
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days; and
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts, or other federal financial assistance under all programs and activities and is binding. The TPA's signatory is authorized to sign this assurance on behalf of the Recipient.

44. Conflict of Interest.

A. The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The Consultant shall promptly notify the TPA's representative, in writing, by providing notice as provided for in this Agreement, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Consultant's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the Consultant may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the Consultant. The TPA may notify the Consultant of its opinion as to whether a conflict exists under the circumstances identified by the Consultant. If, in the opinion of the TPA, the prospective

business association, interest or circumstance would constitute a conflict of interest by the Consultant, then the Consultant shall immediately act to resolve or remedy the conflict. If the Consultant shall fail to do so, the TPA may terminate this Agreement for cause.

C. The Consultant shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The Consultant shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.

F. The Consultant agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

45. Independent Contractor Relationship. The Consultant is and shall be, in the performance of the Work, services and activities under this Agreement, is an independent contractor and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the Consultant relationship and the relationship of its employees to the TPA shall be that of an independent contractor and not as employees or agents of the TPA. The Consultant does not have the power or authority to bind the TPA in any promise, agreement, or representation. See also Section 18.

46. Members of Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The Consultant agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. If any funds other than federal appropriated funds have been paid to the Consultant for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the Consultant shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.

C. The Consultant shall include the two (2) above-stated clauses modified to show the contractual relationship, in all subcontracts it enters into related to the Work.

D. The Consultant may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

47. Application of Federal Requirements. This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and are made applicable to the Consultant and a part of this Agreement by this reference. The Consultant shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

48. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the Consultant or the TPA shall have any rights in this Agreement or any remedy against either the Consultant or the TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the Consultant to the TPA hereunder.

49. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

50. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

51. Entirety of Agreement and Modifications. The TPA and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

52. Survivability. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination of this Agreement.

53. Americans with Disabilities Act Compliance Affidavit. The Consultant swears and affirms that the Consultant's named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction with regard to the following laws:

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

54. Anti-Collusion Affidavit. By execution of this Agreement, the Consultant and the person executing this Agreement on behalf of the Consultant:

1. Has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Consultant, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Consultant, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TPA or any person interested in this Agreement.

55. Scrutinized Company Certification. By execution of this Agreement, the Consultant and the person on behalf of the Consultant:

1. That the Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TPA may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the TPA may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

56. Drug-Free Workplace Certification. By execution of this Agreement, the Consultant and the person on behalf of the Consultant in accordance with Florida Statute 287.087 hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a

condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

57. Agreement Document. The following documents shall, by this reference, be incorporated and made a part of this Agreement: Public Entity Crimes Affidavit

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto set their hands to this Agreement on this ____ day of _____, 2024.

ACLARIAN LLC, a Florida Limited Liability Company

PALM BEACH METROPOLITAN PLANNING ORGANIZATION, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____
Andrew Laflin, President/Managing Member

By: _____
Valerie Neilson, Executive Director

ATTEST FOR TPA:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
TPA General Counsel

EXHIBIT A
REQUEST FOR PROPOSAL KENNETH CITY RFP #2022-04

Turn-Key Outsourced Accounting and Finance Staffing and ERP Solution, as set forth in RFP #2022-04 from the Consultant to the TPA of Kenneth City, attached hereto as Exhibit "A" referenced after this page



KENNETH CITY
FLORIDA

Request For Proposal

RFP #2022-04

TURN-KEY OUTSOURCE SOLUTIONS FOR
ACCOUNTING AND FINANCE STAFFING
AND AN ERP TECHNOLOGY SOLUTION

Town of Kenneth City
6000 54TH AVE NO KENNETH CITY, FL 33709

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NOTICE OF REQUEST FOR PROPOSAL
RFP #2022-04
TO PROVIDE TURN-KEY OUTSOURCES ACCOUNTING AND FINANCE STAFFING
AND AN ERP SOLUTION
FOR THE TOWN OF KENNETH CITY, FLORIDA
DUE: September 9, 2022

The Town of Kenneth City, Florida, (hereinafter referred to as the "Town"), invites Outsource Consulting and Technology Service providers to submit a written proposal to provide the Town with **a Turn-key solution which provides professional outsourced accounting/finance staffing and an ERP technology solution.** Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

Sealed proposals must be submitted and marked: SEALED PROPOSAL – TOWN OF KENNETH CITY – RFP #2022-04: TURN-KEY ACCOUNTING/FINANCE STAFFING AND ERP TECHNOLOGY, SEPTEMBER 9, 2022. Proposals will be received by the Town of Kenneth City, Florida, by U.S. Postal Mail or hand delivery to the Town Clerk's Office, Town Hall, 6000 54th Avenue North, Kenneth City, Florida 33709 between the hours of 8:30am – 12:30pm Monday through Friday, until September 9, 2022, at 12:00 p.m. at which time the proposals will be opened publicly. Any proposal received after this time and date, whether by mail or otherwise, will be returned unopened. Respondents are responsible for ensuring the proposal is received by the deadline.

The RFP #2022-04 document may be obtained from Town Hall, 6000 54th Avenue North, Kenneth City, Florida 33709, phone (727) 498-8948 or the Town Clerk at townclerk@kennethcityfl.org. Questions concerning the RFP #2022-04 should be submitted in writing by e-mail to the Town Manager at townmanager@kennethcityfl.org no later than, Friday, September 2, 2022 at 5:00pm.

DEFINITIONS

CGFM

Certified Government Financial Manager is a professional certification issued by the Association of Government Accountants (AGA) to provide a professional standard of financial expertise and ethics in government financial management.

CPA

Certified Public Accountant is the title of qualified accountants licensed to provide accounting services to the public.

ERP

Enterprise Resource Planning is the integrated management of main business processes mediated by software and technology. ERP is a category of business management software – a suite of integrated application – used to collect, store, manage, and interpret data.

Evergreen

A contract which automatically renews after its initial term expires. The contract rolls over voluntarily, in increments of no more than five (5) years, until one party gives the other party written notice to terminate the contract.

Finance Department

In accordance with the Town Charter, the Finance Department makes appropriate study and inquiry, and such research as may be necessary to advise the town council of the Town's present income sources, and to advise the town council which sources may or should be increased or decreased. Further, the Finance Department shall study and consider alternative methods to provide for any losses or estimated losses of revenue for the town. The Finance Department conducts grant administration and reporting, as well as examines budgetary expenses, revenues, and methods of savings and investments.

Finance Director

The Finance Director serves as the chief advisor to the Town Council, Town Manager, and all Town Departments on governmental accounting, budget, and finance matters.

Finance Professional(s)

For the purpose of this RFP, in the study and discipline of money, currency, and capital assets finance professionals include accountant, bookkeeper, CPA, CFO, and Finance Director.

(GAAP) Generally Accepted Accounting Principles

Accepted Accounting Principles the GFOA influences financial policies for governments.

(GASB) Government Accounting Standards Board

The Government Accounting Standards Board is a private non-governmental organization that creates accounting reporting standards for state and local governments in the United States. GASB is responsible for the GAAP.

(GFOA) Government Finance Officers Association

A professional association of state, provincial, and local government finance.

SECTION I

OVERVIEW

The Town of Kenneth City, Florida, requests proposals from Accounting/Finance Respondents and ERP Service Providers licensed to do business in the State of Florida to perform governmental accounting/finance work and to provide an ERP solution which will support permits, business tax receipts, budgeting and encumbrances, general ledger, accounts receivable, cashiering, purchasing and accounts payable, task management, assets and facility rentals, code enforcement, human resources, and payroll.

The Town seeks outsourced accounting/finance professional(s) to provide day-to-day governmental accounting and finance services and to serve as a Finance Director. Professional(s) shall be an exceptional communicator with proven local government experience and who has an excellent understanding of governmental accounting and finance. The ideal candidate will professionally manage the duties and responsibilities of the Finance Department and promptly provide accurate information and reporting to the Town Manager and Town Council.

The chosen candidate/principal will possess exceptional interpersonal skills, composure, organizational skills, a collaborative work philosophy, and the ability to work with various diverse groups and issues.

The Finance Professional(s) should be skilled at building and maintaining positive working relationships with internal and external stakeholders and have the ability to be politically savvy while remaining politically neutral. The Finance Professional(s) shall have the skills and experience necessary to manage municipal government accounting and finance matters, but also know when it is required to seek the assistance of outside auditors or finance professionals.

The chosen candidate/principal assigned to the Town will hold an accounting degree or higher from an accredited college and be licensed to do business in the State of Florida. Florida local government accounting and finance experience is required.

The Town is presently using a temporary onsite-outsourced finance professional and Tyler Technology solution for general ledger. The Council is establishing its policy goals and appropriations for the coming fiscal year.

An ERP Technology Solution is required to support the effective and efficient duties of business on behalf of the Town, as outlined in the first paragraph. It is the desire of the Town to explore firms that can provide one Turn-key solution to both staffing and ERP technology needs.

SECTION II

SCOPE OF REQUESTED SERVICES

Overview

The Town of Kenneth City, which was incorporated in 1957, is a small municipality located in southern Pinellas County. The Town is approximately .75 square miles and has a population of around 5,000 residents. In 2013, the Town amended its Charter and transitioned to a Council-Manager form of Government. The Town maintains its own Police Department and Public Works Department.

The Town Council, which has four members, each elected to two-year terms and a mayor elected to a three-year term. Given the Town's small size and limited personnel, the Finance Professional(s) are outsourced professionals who work closely and collaboratively with the Town Manager, Town Clerk, and Department Heads. The Finance Department personnel reports to the Town Manager.

The Town is seeking proposals for qualified Accounting and Finance Staffing Respondents and an ERP Technology Solution to provide related services encompassing comprehensive governmental accounting and finance services for the Town of Kenneth City. More detailed information on the Town government and its services can be found at the Town's website: www.kennethcityfl.org.

Town's Governing Documents

The Town Charter governs the Town's financial procedures. The fiscal year of the Town begins on the first day of October and ends on the last day of September. More detailed information on the Town's financial procedures can be found in the Municode Library: [Town Charter Article V](#).

Contract Term

The Town intends to contract with one (1) qualified firm to provide both the Accounting and Finance Staffing Professional(s) and ERP Technology for one (1) Turn-key Solution. The initial term for finance staffing professional(s) and the ERP Technology Solution will be for five (5) years. Both contracts are considered to be Evergreen and can be renewed for an additional five (5) year term without the need for competitive solicitation or negotiation, upon written agreement by the parties.

Scope of Services

1. Accounting / Finance Outsourced Staffing

The "accounting/finance outsourced staffing" required in this Request for Proposals ("RFP") includes:

A. The function of the Finance Professional(s) involves primary responsibility for performing governmental accounting and finance services on behalf of the Town using an ERP technology solution to carry out the day-to-day business of the Town. An overview is as follows:

- Post income and expense transactions into the accounting software and process payments weekly in collaboration with Town staff.
 - Town staff will be responsible for all invoices being approved and coded to expense accounts prior to Contractor processing the payments, as well as confirmation of appropriate budget allocations.
 - Town staff will be responsible for approving all payments.
 - Town staff will be responsible for preparing weekly bank deposits and Finance Professional shall audit weekly deposits.
- Reconcile all bank, investment, revolving credit, credit card and merchant accounts each month.
- Make available monthly financial statements and budget reports.
- Post and reconcile bi-weekly payroll and pension transactions into the accounting software and to the vendors as applicable.
 - Town staff shall be responsible for entering and approving the accuracy of the employees' time keeping.
- Assist Town staff with the preparation and filing of compliance and regulatory reports, to include American Rescue Plan Act (ARPA) and any state or federal grant submissions.
- Prepare financial statements to maintain audit files and assist with annual audit examination, to include corresponding with the auditor as directed by the Town Manager or their designee.
- Ensure compliance with GAAP, GASB, State of Florida Auditor General and Department of Revenue.
- Perform other related services as mutually agreed upon.

B. Under the direction of the Town Manager, the Finance Director will lead the Town through each fiscal year budget and CIP process.

- Examine budgetary expense items and, when possible, seek and advise when reductions may be obtained, or advise pertaining to alternate measures or the elimination of unnecessary expenses and/or nonproductive items.

- Study any alternate and, if possible, secure other methods of savings on behalf of the town, and whatever may be necessary to ensure safety of capital, liquidity of funds, and investment income.
- C. The Finance Professional(s), under the direction of the Town Manager, coordinates and directs the financial activities of the Town. Work duties require close coordination with the Town Manager and Department Heads.
 - D. The Finance Director shall serve as the chief advisor to the Town Council, Town Manager, and all Town Departments on governmental accounting and finance matters.
 - E. Occasionally attends meetings and workshops of the Council and other committees and boards of the Council as required. For reference, the Town Council's regular meetings are held at 6:30 pm on the second Wednesday of each month. Meetings last approximately one (1) hour to four (4) hours. The Town Council occasionally holds Work Sessions on the fourth Wednesday morning of each month. In addition, the Finance Professional(s) is expected to attend Special Meetings, workshops, and budget meetings as called and scheduled.
 - F. Advises the Town Manager, Department Heads, and Town Council about governmental accounting/finance matters that have a potential impact on Town business by way of a memorandum and any recommended courses of action on the part of the Town.
 - G. The Finance Professional(s) shall answer all Town Manager, Department Head, and Town Council initiated requests for information and advice in a timely fashion. The foregoing shall not be construed to mean the Finance Professional(s) must initiate lengthy work requests at the behest of a single Councilmember.
 - H. The Finance Professional(s) shall make appropriate study and inquiry and such research necessary to advise the Town Manager and Town Council of the Town's present revenue and income sources, and to advise which sources may or should be increased or decreased.
 - I. The Finance Professional(s) shall study and consider alternative methods to provide for any losses or estimated losses of revenue and income for the Town.
 - J. The Finance Professional(s) shall provide grant administration and reporting.

2. ERP Technology Solution

The "*ERP Technology Solution*" required in this Request for Proposals ("RFP") includes:

- A. Respondent shall offer an ERP Solution which will support Town business in at least the following module areas:

Core

- general ledger
- accounts payable/billings
- cashiering
- purchasing
- business tax receipts
- assets & facility rentals
- budgeting and encumbrances with user authorities

Additional Modules

- building permits
- task management
- code enforcement
- human resources
- payroll

The ideal Respondent will have budgetary software included in the Turn-key solution. If Respondent cannot offer an ERP Solution which provides each of the module areas outlined above, **the Respondent shall clearly indicate such.**

- B. Respondent shall outline and identify cybersecurity considerations and impacts and be tasked to assess the cybersecurity requirements and risks accordingly. This includes design, acquisition, installation, operation, upgrade or replacement of information systems for compliance with evolving security standards provided for in Florida and Federal law and industry best practices. Proposals will be assessed for technical and functional appropriateness, adequacy, and compliance requirements. Contract provisions shall include cybersecurity.
- C. The ERP solution shall be quoted separately and be under a contract separate from outsourced staffing, should the Town desire to not use outsourced staffing, but desire to keep the ERP solution

3. Lead and Manage ERP Technology Solution Transition

The Finance Professional(s) shall lead and manage the transition of the new ERP solution including, but not limited to:

- A. Create the set-up
- i. Ensure financial reporting functionality
 - ii. User interface for payroll
- B. Migrate the data
- i. Uniform chart of accounts

- ii. General ledger in balance and funds accounted for
- C. User training and testing
- D. Verification and validation of transfer completion
- E. Implementation shall be complete within three months of signed contract date for the ERP solution.

Respondent shall quote section three (3) as a one-time cost. *If applicable, the Town reserves the right to hire a Respondent to serve as a project manager to oversee the transition.*

By submission of a proposal, the proposer certifies that they have full knowledge of the scope, nature, quantity, and quality of work to be performed, the minimum requirements of the Town and the conditions under which the work is to be performed.

Qualifications

The Finance Professional(s) shall meet the following qualifications criteria:

- a. Graduate from an accredited college with a degree in accounting, finance, or related field.
- b. At least five (5) years of progressively responsible experience in governmental accounting and finance.
- c. Membership in GFOA preferred.
- d. CGFM or CPA highly desirable.

Schedule

The anticipated project schedule, which is subject to change, is

- RFP Advertised August 22, 2022
- Questions to Town Manager September 2, 2022 at 5:00pm
- Proposals Due to the Town September 9, 2022 at 12:00pm
- Council Discussion September 14, 2022 at 6:30pm
- Contract Start Date October 1, 2022

SECTION III

GENERAL CONDITIONS

Respondents are required to submit their proposals upon the conditions expressed in these instructions.

ADDENDA

If the Town finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Town will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response. The Town shall not be responsible for oral interpretations given by any Town employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the Town will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the Town Manager to determine if addenda were issued and to make such addenda a part of the response.

CERTIFICATION

By submitting a response to this RFP, the signer of the response declares that the person(s), firm(s) and parties identified in the response are interested in and available for providing the Services; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the response has full authority to bind the person(s), firm(s) and parties identified in the response. By submitting a response, the Respondent shall certify that it has fully read and understood this RFP and the response method and has full knowledge of the scope, nature, and quality of work to be performed.

ECONOMY OF PREPARATION

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.

INTERVIEWS

The Town reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the Town Council Meeting where the award is made.

RESPONSES BINDING

All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Town in connection with Responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

RESPONSE DISCLOSURE

Upon opening, Responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the Town and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Town.

RESPONSE WITHDRAWAL

Respondents may withdraw their responses at any time prior to the scheduled opening. Requests to withdraw must be made in writing to the Town Clerk at Townclerk@kennethcityfl.org. Respondents may withdraw their responses through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the Town and will not be returned to the Respondents.

RETENTION OF RESPONSE

The Town reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.

REQUESTS FOR INFORMATION/CLARIFICATION

The Town, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate responses. The Town has made efforts to provide accurate and complete information in this RFP. The Town shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Town Manager, Town of Kenneth City, at townmanager@kennethcityfl.org no later than Friday, September 2, 2022, at 5:00 p.m.

IRREGULARITIES & RESERVATION OF RIGHTS

Responses will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter

into agreements with more than one respondent. Responses received after the deadline provided in this RFP will not be considered.

- The Town reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFP. Notwithstanding, the Town may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
- The Town reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
- Respondents shall furnish additional information as the Town may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

RESPONSE/PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

LATE SUBMISSIONS

Responses received by the Town after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of responses shall be decided in the favor of the Town. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The Town shall not be responsible for responses received after the submittal deadline and encourages early submittal.

COMPLETENESS

All information required by this RFP must be supplied to constitute an acceptable and complete response.

PERMITS, TAXES, LICENSES

The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

LAWS, ORDINANCES

The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

BONDS

The selected Respondent must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Professional Services Agreement, deliver to the Town the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted doing business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Respondent's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.

- **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the Town a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the Town by failing to perform the contract in the time and manner provided for in the contract.

If a performance bond is required, the Town shall select this box: ☐.

- **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the Town a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the Town if the selected Respondent fails to make any required payments only.

If a payment bond is required, the Town shall select this box: ☐.

- **WAIVER OF BONDS.** If this provision is selected, the Town Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Town.

If the requirement for a payment bond is waived, the Town shall select this box: ☒.

If the requirement for a performance bond is waived, the Town shall select this box: ☒.

INSURANCE REQUIREMENTS

The Respondent shall maintain in effect during the term of any Contract in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract.

All policies except Professional Liability and Worker's Compensation must name the Town as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Council, Office of Insurance Regulation to conduct insurance business in Florida or a rating of at least B+ and financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States.

The Candidate shall maintain the following insurance coverage in at least the following amounts:

- Worker's Compensation including Broad Form All States Endorsement Statutory amount, or an exemption certificate.
- Commercial General Liability: \$500,000 per occurrence; \$1,000,000 aggregate.
- Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.

INDEMNIFICATION

- **GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its Respondent, subcontractors, agents, or employees in the performance of the operations or services under the Contract.
- **PATENT AND COPYRIGHT INDEMNIFICATION:** Respondent agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

NO LOBBYING / NO CONTACT

There shall be no lobbying or contact regarding this proposal or the terms of this RFP with any individual, Town Council Member, or employee of the Town with the sole exception being the Town Manager, Town Clerk or Town Attorney. Any violation of this section will be grounds for disqualification of the Respondent at the option of the Town Council.

This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the Town Council. The Respondent may respond to questions presented in a duly noticed public meeting.

GOVERNING LAWS

Any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida and the Town of Kenneth City. The venue shall be in Pinellas County, Florida.

CONFLICT OF INTEREST DISCLOSURE

Each proposer shall include a disclosure statement with their proposal specifying any potential conflict of interest, real or apparent, that the firm may have due to ownership, other clients, contracts, or interests associated with the Town of Kenneth City.

AWARD PROTEST

Unsuccessful prospective Respondent has the right to appeal a contract award in accordance with the Purchasing Policy and Procedures Manual. The unsuccessful Respondent must:

- File a notice of protest in writing within 72 hours after the Town Manager's recommendation to award to the Town Manager's office.
- Shall then file a formal written protest to the Town Manager's office within ten (10) days (excluding weekends, and legal holidays) after filing the notice of protest. Formal protest received after the ten days shall not be considered.
- The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.
- "FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS."

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be accompanied by a filing fee set by Town. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

SECTION IV

RESPONSE SUBMISSION, RESPONSE FORMAT & EVALUATION CRITERIA

All parties interested in making a proposal to obtain this engagement must comply with the detailed instructions for submitting proposals.

Submission Procedures

Seven (7) copies of the proposal (one for each member of the Town Council, plus the official file and staff), and one (1) complete copy in PDF format on a USB drive are to be submitted in a sealed envelope to:

Town of Kenneth City
Attn: Town Clerk
6000 54th Avenue North
Kenneth City, Florida 33709

To prevent a proposal from being prematurely opened or from being opened by unauthorized individuals, your submission should be identified on the envelope or wrapper as follows:

SEALED PROPOSAL
TOWN OF KENNETH CITY – RFP 2022-04: TURN-KEY ACCOUNTING/FINANCE
STAFFING AND ERP TECHNOLOGY SOLUTION
September 9, 2022, at 12:00 p.m.

The deadline for submission of proposals is September 9, 2022, at 12:00 p.m. No modification or addenda will be accepted after the closing date and time stated above unless, in the sole discretion of the Town Manager it is determined to be in the best interest of the Town to do so.

Response Format

All proposals must be typewritten. Clarity and completeness are essential. The Proposal must be signed by the individual(s) legally authorized to bind the proposing Firm.

Proposals must be submitted in the format provided below, with each of the referenced sections addressed in full. Each of the sections described below must begin on a separate page, and each page must clearly state the name of the Proposer. Town reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

1. Title Page

Show the RFP subject, name of firm, mailing address, telephone and fax number, name of the contact person, email address, and date.

2. Table of Contents

Each proposal shall include clear identification of the material by section and by page number.

3. Letter of Understanding

State your understanding of the work to be accomplished. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address and phone, fax number(s), and email address.

State that the person signing the letter has been authorized to bind the proposer. The response must be signed by a duly authorized officer or agent of the firm. Such an officer or agent must present legal evidence that they have lawful authority to sign the said proposal and that the signature is binding upon the firm. Include a statement that the proposal is a firm and irrevocable offer for the engagement period.

Identify the principal and any secondary representatives providing the accounting and financial services to the Town and acting as backup in case of absence. Provide name, title, address, and telephone numbers.

The letter of understanding shall include the conflict-of-interest disclosure referenced in Section III, above.

4. Candidate's Information & Certification

This Section should include the type-written and completed Candidate's Information Form enclosed with this RFP.

5. Firm's Qualifications and Experience

This section should include a brief history of the firm emphasizing the firm's qualifications in general and specifically for this project. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be completed. State the size of staff, the number of professional staff and the over-all experience of assigned staff for this project.

6. Proposed Finance Professional(s) Qualifications & Experience

Submit a statement of qualifications and experience, including a resume, for each professional that will provide accounting/finance services under the proposed contract.

Resumes should include the following information as a minimum:

- I. Formal education.
- II. Supplemental education relative to government.
- III. Experience in municipal government accounting and finance: List other government entities with which the consulting firm now provides, or has provided the same or similar services. Include examples of the services provided.

7. Project Implementation Strategy

Respondent shall describe the strategy for implementing the project. The respondent should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of work for the project. Knowledge with the Town and outline past experience and/or working knowledge with the Town. Define what option and the services your company is proposing to the Town that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope, and method of approach. Define personnel, Respondents, and resources, available to meet the Town's requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by Town.

8. Sample Documentation

Respondent shall submit samples from the ERP Solution which include, but are not limited to:

- I. Financial statements
- II. Budget report by fund and department
- III. General ledger
- IV. Trial balance sheet
- V. Income statement with revenues and expenses

9. Cost / Fee Proposal

Include a cost/fee proposal with your response (FORM 15). Proposers are free to propose a primary and alternative proposals for cost/fee arrangements. In each version, all costs shall be included. At a minimum, please include the following and respond to each individually and in sequence:

- The proposed monthly charges for an outsourced Finance Professional(s).
- The proposed cost for ERP Technology Solution. Including five (5) year licensing fees in advance, conversion fees, etc. *Identify any and all module areas included in the cost and clearly identify which module areas are not included in the RFP.*
- The proposed one-time cost for leading and managing the ERP transition.
- Any additional information considered essential to the proposal may be included in this section.

10. Attachments

The respondent shall attach all fully completed and executed RFP Forms for Submittal:

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit (contains all affidavits listed below)
 - Americans with Disabilities Act Compliance
 - Public Entity Crimes Act
 - No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
 - Business Entity
 - Non-Collusion/Anti-Collusion
 - Scrutinized Companies
 - Acknowledgment, Warranty, and Acceptance
 - Ownership Disclosure
 - Truth in Negotiation Certificate
 - Prohibition on Contingent Fees
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors

- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Proof of Required Insurance
- Form 13: Bid Bon
- Form 14: Performance Bond
- Form 15: Price Proposal

Evaluation Criteria & Firm Selection

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points
2	Quality of Software Solution Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points
3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points
4	Project Implementation Strategy The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points
5	Price Proposal Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points
		Total: 100 Points

SELECTION PROCESS

Staff Level Review for Compliance with Minimum Requirements. A member of Town Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Town Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Responsive Proposals. In the event less than two responsive proposals are received, the Town may negotiate on the best terms and conditions in the best interest of the Town in lieu of resoliciting competitive proposals.

Evaluation Committee Review. The Town Manager will appoint an Evaluation Committee to review and evaluate the responsive Proposals during a public meeting (the Town will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents. The Committee shall select in order of preference and rank the firm(s) it deems to be the responsible to perform the required services using the evaluation criteria set forth above. The responsible bidder or responsible proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid or proposal which conforms in all material respects to the RFP (the "Responsible Bidder").

Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed Respondents for oral presentations before the Evaluation Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All Prime Respondents and subRespondents in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Respondents are encouraged to be represented only by the Project Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Respondents. If oral presentations are requested by the Evaluation Committee, the oral presentation will be worth 25% in the final scoring and the original Proposal will be worth 75%. The Town will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Evaluation Committee shall rank the Respondents and provide its written recommendations to the Town Manager.

Recommendation to Town Council. After short-listing of the top respondents deemed to be responsible by the Evaluation Committee, the Town Manager will present a recommendation to the Town Council with the Evaluation Committee's rankings and recommendations for consideration by the Town Council and the Town Manager's recommendation for award or rejection of all proposals for approval at a Council meeting.

Town Council Meeting to Select Respondent(s). The Town Council may select the Respondent(s) that it determines are the lowest, most responsive and Responsible Bidder(s), taking into consideration all aspects of the Respondent's Proposal and authorize the Town Manager to execute

a professional services agreement with the selected Respondent(s). The Town Council shall have the final authority to select the Respondent(s) and award any Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Respondent(s) by the Town Council, the Town Manager or designee(s) shall execute a Professional Services Agreement in substantially the form attached hereto as Exhibit "A" with the selected Respondent(s) at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency.

The Town reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Respondent.

SECTION V
FORMS

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FORM 1 PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
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- Form 7: Dispute Disclosure
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- Form 9: Reference Letters
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- Form 12: Proof of Required Insurance
- Form 13: Bid Security/Bid Bond (unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)
- Form 15: Price Proposal

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge, and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of Kenneth City or any of its employees and officials.
3. I/We understand, acknowledge, and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether the offer is the lowest price offer received.
4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. I/We understand, acknowledge, and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.
6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.
7. I/We understand, acknowledge, and agree that the Finance Professional(s) shall provide accounting and finance services in accordance with this RFP, as they may be amended from time to time.
8. I/We understand, acknowledge, and agree that the Town Manager will be responsible for monitoring the day-to-day services of the Finance Professional(s). The Finance Professional(s) shall promptly report any conditions, transactions, occurrences, events, situations, or circumstances encountered who would impede or impair the proper conduct of the finance services provided.
9. I/We understand, that a separate contract for services shall be provided for the onsite-outsourced Finance Professional(s).
10. I/We understand, that a separate contract for services shall be provided for the Turn-key ERP Technology Solution.
11. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.
12. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

[SIGNATURE PAGE TO FOLLOW]

Signature of Authorized Representative: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _
online notarization, this _____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____

_____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees	
Total No. of Managerial/Administrative Employees	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Respondent list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such

employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. _____ Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification;

or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

FORM 8 KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:
☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

FORM 9 REFERENCES

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

_____ Print Name: _____

Title: _____ Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

FORM 12 PROOF OF REQUIRED INSURANCE

FORM 13 BID SECURITY/BID BOND

INTENTIONALLY OMITTED. BID BOND WAIVED.

FORM 14 PERFORMANCE BOND

INTENTIONALLY OMITTED. PERFORMANCE BOND WAIVED.

FORM 15 PRICE PROPOSAL

Base Price (Per Year) for Work Performed Pursuant to Section II (Scope of Services):

	ANNUAL PRICE	5 YEAR PRICE
Accounting/Finance Outsourced Staffing	\$_____	
ERP Technology Solution - Core Price	\$_____	\$_____
Price for additional modules		
_____ payroll	\$_____	\$_____
_____ building permits	\$_____	\$_____
_____ code enforcement	\$_____	\$_____
_____ human resources	\$_____	\$_____
_____ task management	\$_____	\$_____

Total Base Proposal	\$_____	\$_____
---------------------	---------	---------

Lead and Manage ERP Transition	\$_____ (one-time fee)
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Option Year Costs:

The annual base bid shall be as quoted for the initial five-year contract and shall not increase during any option years.

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

HOURLY RATES:

Accountant \$_____ per hour

Bookkeeper \$_____ per hour

CPA \$_____ per hour

CFO/Finance Director \$_____ per hour

_____ \$_____ per hour

_____ \$_____ per hour

_____ \$_____ per hour

_____ \$_____ per hour

The undersigned attests to their authority to submit this proposal and to bind the firm herein named to perform as per contract if the firm is awarded the agreement by the Town. The undersigned further certifies that they have read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title:_____

Print or Type Name: _____

Date: _____

EXHIBIT B

Consultant's Response to the TPA of Kenneth City, RFP #2022-04, dated September 8, 2022, attached hereto as Exhibit "B"

September 8th, 2022

**Request for Proposal to Provide Turn-Key
Outsourced Accounting and Finance Staffing and
ERP Solution (RFP # 2022-04) to:**

Town of Kenneth City, Florida

Prepared by:

Andrew Laflin, CPA

President

Aclarian LLC

4240 West Morrison Avenue

Tampa, Florida, 33629

alaflin@aclarian.com

Direct 813-784-3140



EIN/SS Number: 85-3378848



KENNETH CITY

FLORIDA

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September 8th, 2022

Town of Kenneth City
6000 54th Avenue North
Kenneth City, FL 33709

RE: Turn-Key Outsourced Finance and Accounting Staffing and ERP Technology Solution.

We are pleased to respond to the Town's Request For Proposal for Turn-Key Outsourced Finance and Accounting Staffing and ERP Technology Solution.

Since its inception, Aclarian has provided professional outsourced services in areas of finance and accounting, alongside its software solutions for local and county governments in Florida. Aclarian provides a web-based ERP software solution that provides users with a modern, efficient alternative to traditional accounting systems and eliminates manual, redundant business processes typically found in an entity's current technology environment. Aclarian's software platform is easily accessible among multiple users and devices and fully capable of integrating with other software applications. As a web-based product, Aclarian software is highly customizable and can conform to any particular transaction processing and financial reporting requirements.

The following proposal outlines our company qualifications, outsourcing capabilities, history, technology strategy, superior products, unparalleled implementation and support services along with a general cost estimate for the work. We look forward to your positive consideration of our proposed solution.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I am pleased to assist you and can be reached at 813-784-3140, as I am the authorized person to bind this proposal.

Sincerely,

Andrew Laflin, CPA, President
Aclarian LLC
4240 West Morrison Avenue
Tampa, Florida, 33629
alaflin@aclarian.com
Direct 813-784-3140

4. CANDIDATE'S INFORMATION & CERTIFICATION

Aclarian is a limited liability company headquartered in Tampa, Florida. The firm's Employer Identification Number (EIN) is 85-3378848. Aclarian's Tampa headquarters are located at 4240 West Morrison Avenue, Tampa, FL 33629. The telephone number for the office is 813-784-3140. While Aclarian is headquartered in Tampa, our local government services team covers the State of Florida, as we serve our clients wherever they are located within Florida. As it relates to serving our Florida government clients, our practice has no geographical boundaries.

We believe this proposal demonstrates our understanding of the City's needs while describing our significant governmental accounting experience and qualifications; our philosophy and methodology to conduct services; and our team knowledge and structure to meet those needs. We are committed to providing responsive, value-added services that align directly with the Town's financial goals.

For additional legal and other background information, please see the completed Candidate's Information and Certification form within Appendix C.

5. FIRM'S QUALIFICATIONS AND EXPERIENCE

Mission Statement

Aclarian is driven to excellence in all areas of our business by focusing 100% of our efforts on solving our customers' problems, creating deep client relationships through unparalleled support, and pursuing continued improvement in our software through innovation and customer feedback.

Company History

Aclarian, LLC was incorporated in the State of Florida in 2020 with a vision of providing powerful public sector software to local government in Florida. Our product line has since grown to an extensive list of modules within our ERP solution that range from our core general ledger suite to interactive budgeting, task management, and other unique, impressive features. **Our customer base began with municipalities within the State of Florida.** Ninety five percent of our annual revenue is from Florida public sector customers.

Outsourced Finance and Accounting Staffing

We are confident that Aclarian's experience serving similar governments, bolstered by our client-oriented philosophy and depth of resources, will make Aclarian the best qualified candidate to fulfill the scope of the engagement. We believe that you can depend on Aclarian for several uncommon advantages:

- **Experience Providing Financial Services to Similar Entities.** The professionals assigned to this proposal have a working knowledge of the Town and its operations and include similar services of other Florida municipalities.
- **A Focus on Providing Consistent, Dependable Service to Government Entities.** We differ from other firms in that we focus on the needs of Florida public sector clients. You will enjoy the service of members of our team who understand the issues and environment critical to governmental finance and operations. This experience has given Aclarian the insight and experience to serve these governmental entities with exceptional technical experience and client service.
- **Commitment to Innovation** Aclarian's team members ensure all compliance related functions, such as annual budget adoption and audit completion, are carried out in strict adherence to all applicable laws and regulations. Beyond compliance, Aclarian's mission is to assist its municipal clients with maximizing efficiency in its operations while functioning at a high level on behalf of its citizens, employees, and all other relevant stakeholders. We achieve this through critical evaluation of current business processes and development and implementation of achievable solutions.
- **Familiarity with Technology Environment** Our outsourced services team are well versed in the Aclarian ERP software solution. Upon achieving a successful implementation, our outsourced finance & accounting services team will have no impediments to transitioning fully to the processing of payments, payroll, recording general ledger transactions in the

Aclarian system, due to each team member's knowledge and comfort level using the Aclarian ERP. Thus, there is no learning curve associated with adapting to a new accounting software package; our outsourced accounting team can hit the ground running!

ERP Overview

Since our inception when we introduced a new, cutting edge web-based ERP software platform for local government, customers in Florida have onboarded with us. Our software uses Angular v13 on the front end (platform designed by Google and used for developing web applications), and Microsoft .NET as the database engine on the back end. Aclarian programs currently provide all of the major functions requested. We are proposing a web-based solution, easily accessed by any user with internet access and an available web browser (Google Chrome, Microsoft Edge, etc.), and hosted in the cloud using Microsoft Azure (second largest cloud provider behind Amazon Web Services).

Modules

Aclarian's library of available modules within our ERP solution is vast. Section 7 of this proposal provides a description of our core modules and related features that would be fully available to the Town of Kenneth City should you decide to move forward with the Aclarian ERP. These modules are available within our standard access package and HR/Payroll package. We also have additional add-ons available to our clients for additional access if needed. These add-on modules include:

- Utility Billing (not applicable to the Town of Kenneth City)
- Permitting
- Code Enforcement
- Occupational Tax & Business Licenses
- Leases (GASB 87)

6. PROPOSED FINANCE PROFESSIONAL(S) QUALIFICATIONS

Organizational History

Since Aclarian's inception, Andrew Laflin, the Company's founder and President, has assembled a team of highly experienced and talented individuals who have dedicated most of their careers to working in a local government environment in both a staff/senior accountant and senior management capacity. Our team members leverage each other's strengths to provide a full service model that is needed to fill the role of outsourced Finance Department. Our combined talents amount to vast knowledge, experience, and understanding in all needed areas, including but not limited to:

- Preparing and adopting an annual operating budget under statutory requirements, TRIM guidelines, and each entity's applicable ordinances
- Conducting a year end closing process and sufficiently preparing for the annual year end audit
- Overseeing recurring operations, such as billing for permits, inspections, business tax receipts; and other miscellaneous billings; processing cash receipts; payroll processing; purchase requisitioning and paying vendors; and bank reconciliations and other treasury management duties
- Handle projects as they arise, such as rate or fee studies, periodic reporting requirements, policy & procedure development, and other ad hoc needs

Furthermore, since the departure of the Town's previous Finance Director, we have filled that role on a temporary basis and have provided leadership and structure to the Finance area. If selected to continue to serve the Town, we will embrace the opportunity to continue to move the Town forward in a positive direction.

Personnel assigned to the account

An experienced engagement team has been aligned to provide the most value to the Town. The team members have performed numerous engagements similar to yours and will commit the resources necessary to provide top quality service throughout the engagement.

Our proposed team members have the experience and qualifications to succeed in this role.

Aclarian's team possesses an in-depth understanding of public sector issues, so you can be confident that your services will include:

- **Prompt completion** of financial services
- **Minimal disruption** to your operations
- **Development & Implementation** of process improvement strategies

RESUMES – KEY PERSONNEL

Andrew P. Laflin, CPA

Aclarian LLC (www.aclarian.com)

President & CEO

813-784-3140

alaflin@aclarian.com



Profile

After spending 17 years in public accounting and serving as a former audit partner of a large regional accounting firm, Andrew formed Aclarian in 2020, providing outsourcing, consulting, and advisory services entirely devoted to serving Florida local governments. Aclarian also created and provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

Andrew is a frequent speaker at various local and state-wide conferences throughout Florida, primarily affiliated with the Florida Government Finance Officers Association (FGFOA).

Client experience (partial)

Town of Cape Coral	Hillsborough County Aviation Town
Town of Dade Town	Hillsborough Transit Town (HART)
Town of Lake Worth Beach	Lee County Metropolitan Planning Org.
Town of Madeira Beach	Manatee County
Town of New Port Richey	Pasco County
Town of Port Richey	Pinellas County
Town of Safety Harbor	Pinellas Suncoast Transit Town
Town of Starke	Sarasota County
Town of Temple Terrace	TB Advanced Manufacturing Skills Initiative
Clearwater Downtown Development Board	Tampa Bay Area Regional Transportation Auth.
Collier County	Tampa Hillsborough Expressway Town
Forward Pinellas	Village of Indiantown
Town of Hampton	Town of Redington Beach
Town of Crescent Town	Glades County (BOCC & Clerk of Court)
Town of Bushnell	Town of Cocoa
Town of High Springs	Town of Moore Haven
Town of Groveland	Town of Kenneth Town

Education and professional involvement

- Bachelor of Arts in Accounting from the University of Notre Dame, Notre Dame, Indiana
- Master of Accountancy from the University of South Florida, Tampa, Florida
- American Institute of Certified Public Accountants
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)

Mike Fitzgerald, MBA, CGFO, CPPO

Aclarian LLC (www.aclarian.com)

Vice President

813-205-7831
mfitzgerald@aclarian.com



Profile

Mike has over 34 years of public and private finance experience. He currently serves as Vice President of Outsourced Services for Aclarian LLC, providing outsourcing, consulting, and advisory services entirely devoted to Florida local governments. Aclarian also provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

Mike has held various COO / CFO / Managerial roles in private equity firms, Anheuser-Busch, KPMG, Booz Allen & Hamilton, local governments and as an officer in the United States Air Force. His government experience is listed below.

Client Experience (partial)

Broome County	Hillsborough County
Town of Dade Town	Miami/Dade County
Town of Lake Worth Beach	Nassau County
Town of Madeira Beach	New York Board of Education
Town of Starke	United States Air Force (USAF)
Town of Tampa	United States Army (USA)
Government Accounting Office (GAO)	United States Navy (USN)
Government Printing Office	Special Operations Command (SOCOM)

Education and Professional Involvement

- Bachelor of Arts from the University of South Florida
- Master Business Administration from the University of Tampa
- Florida Government Finance Officers Association (FGFOA)
- Certified Government Financial Officer (CGFO)
- Certified Public Procurement Officer (CPPO)
- President - Government Finance Officers Association – Hillsborough County

Jody E. Young, CPM, CGFO

Aclarian LLC (www.aclarian.com)

Senior Consultant
Brooksville, FL

352-293-5393
jyoung@aclarian.com



Profile

After spending almost 14 years in governmental finance, starting as an AP Specialist, learning every aspect of finance, and eventually becoming Finance Director, Jody then served four years as a City Manager. Jody managed the day-to-day operations of a full-service City with a \$14 million operating and capital improvements budget, and more than doubled the City's financial position during her four-year tenure as City Manager. Jody joined Aclarian in 2022, as a Senior Consultant, providing governmental financial consulting, and advisory services entirely devoted to serving Florida local governments. Aclarian also provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

In 2019, Jody received The Larry Hobart 7 Hats Award from the American Public Power Association, which recognizes utility managers who serve in the nation's smaller communities and whose variety of management responsibilities extends well beyond those of a manager in a larger system with a larger staff.

Core Competencies

Budgeting and Budget Management
Accounting and Auditing
Grant Management and Accounting
Project Management
Banking and Cash Reconciliation
Investment Management
Data Analysis
Local Government Background
Creative Problem Solver

Accounts Payable/Receivable
Inventory Tracking and Management
Purchasing
Capital Asset Management
Payroll and Benefits Management
Pension Plan Management
Cross-Functional Communication and Teams
Analytical Thinker
Exceptional Organization Skills

Education and professional involvement

- Bachelor of Arts in Business Administration/Accounting Specialization from Saint Leo University, Saint Leo, FL
- Certified Public Manager (CPM) from The Florida Center for Public Management, Florida State University
- Certified Government Finance Officer (CGFO), Florida Government Finance Officers Association
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)

Marilyn Aruca,

Aclarian LLC (www.aclarian.com)

Senior Accountant – Outsourced Services
St. Petersburg, Florida

727-238-0739
maruca@aclarian.com



Profile

Marilyn's career in finance and accounting expands over 25 years. She has worked for both governmental agencies and private sector entities within multiple industries predominantly within the Tampa Bay area.

As an accounting and finance professional, her experience brings a diverse array of knowledge across financial sectors such as the payment card industry, banking and credit unions, real estate trust companies, local government (transit), and also at the federal level, the U.S. Treasury (IRS).

Marilyn joined Aclarian in the summer of 2021 and provides outsourcing, consulting, and advisory services for the firm. Upon joining Aclarian, Marilyn has performed staff and senior accountant duties for numerous public and private sector clients, including City of Dade City, City of Groveland, Town of Kenneth City, Framework Group, and BWG Concrete. Duties have included invoice and payment processing, approving payroll registers, completing monthly bank reconciliations, preparing and reviewing journal entries, and performing month-end and year-end closing and audit preparation procedures.

Prior Work History

EJ Bickley Trust
Pinellas Suncoast Transit Authority
MarineMax Inc.
Direct Web Inc.

FIS Global Inc.
EFunds
Internal Revenue Service
PSCU Financial Services

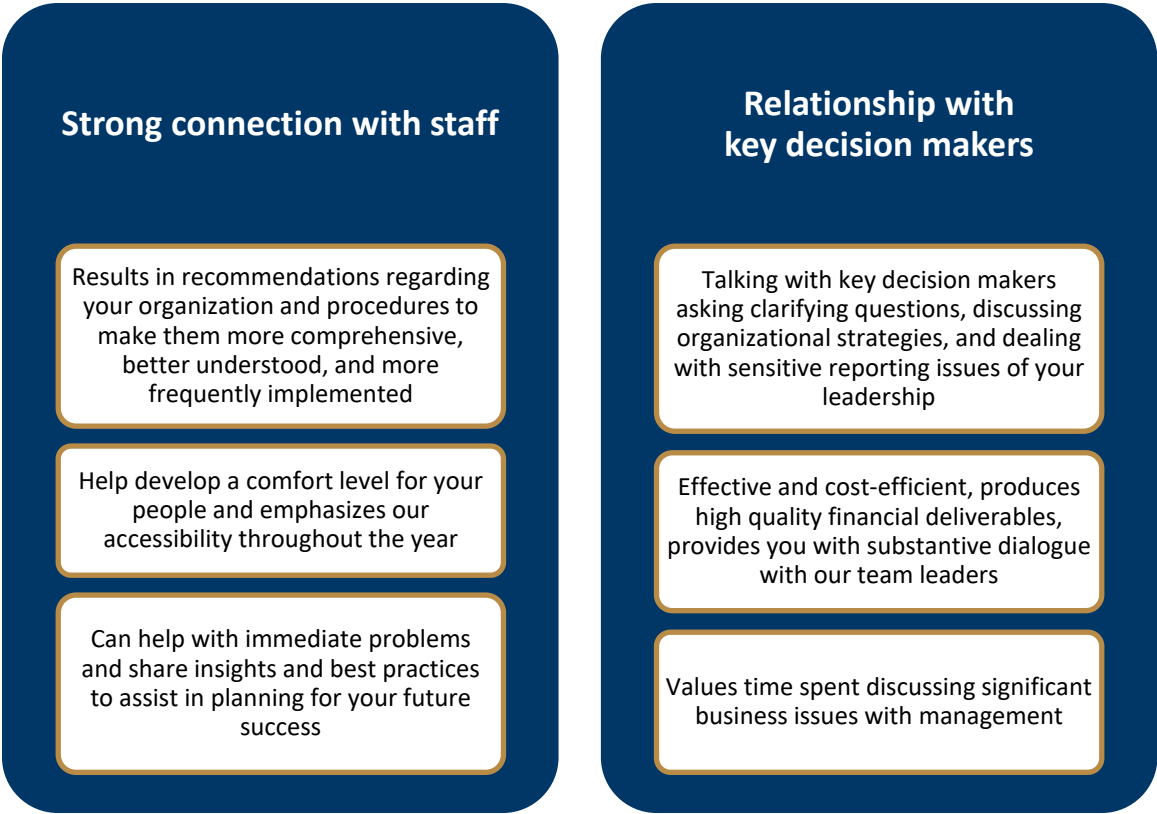
Prior Education

- Bachelors degree in Finance, Georgia State University, Atlanta, GA; Magna Cum Laude
- Associates Degree in Accounting, St. Petersburg College, St. Petersburg, Florida

7. PROJECT IMPLEMENTATION STRATEGY

Know the client, serve the mission.

We believe our services are a contributing factor to better business and administrative practices. We gain a better understanding of your plan by working closely with your staff.



Timely and accurate financial services give the highest degree of transparency to the citizens of Kenneth City. As your contracted Finance Department, we are confident we can deliver sustainable results which will help you better manage all operations of the Town.

Understanding of work to be performed

We will perform our services in accordance with generally accepted accounting principles and industry best practices. Through the course of our financial services, if we encounter any opportunities to strengthen existing internal controls, enhance operational efficiencies, or improve financial management, we will communicate our recommendations to you.

We acknowledge that we are responsible for, but not limited to:

- 1) Serving as the Town's primary financial services provider to assist in oversight of the day to day financial operations of the Town as required of the Town Manager by the Town Charter.
- 2) Be responsible for assisting the Clerk and Manager, as their roles are defined by the Town charter and ordinances, in accounting and pre-audit budget formulation and execution.
- 3) Collection of revenues and such other treasury management activities under the supervision of the Town Clerk.
- 4) Providing support to existing Town personnel in grant administration and reporting, including preparation of reports as necessary and required .
- 5) Under the supervision of the Town Manager, be responsible for:
 - a) Payroll for Town's employees.
 - b) Accounts payable for all fund accounts.
 - c) Monthly financial reporting for all fund accounts.
 - d) Bank reconciliation for all fund accounts.
 - e) Development of financial policies and procedures for the Town in accordance with generally accepted accounting principles.
 - f) Prepare financial impact statements for Town projects, union contracts, and new state and federal legislation affecting the Town.
 - g) Assist the Town Manager with Preparation of Annual Budget and Interim Budget Amendments.
 - h) Any other financial responsibilities that shall be assigned from time to time by the Town Manager.

Our services will consist of a combination of remote and onsite work. While onsite, we will work closely with the Town's internal team and other contracted resources to provide strategic direction in order to advance our mission. That mission is to meet all necessary compliance functions while striving to improve the Town's efficiency and effectiveness of operations. Remote support will also be provided each week throughout the duration of our relationship. Examples of remote support includes leading the audit preparation effort, reviewing reports and other deliverables as needed, such as periodic reconciliations and other compliance deliverables, and preparing or reviewing journal entries or other transactions in the ERP accounting system when necessary. Our consultants' Aclarian ERP experience is wide-ranging, as we serve as outsourced Finance Director for other municipalities that utilize the Aclarian ERP system, namely City of Madeira Beach and City of Dade City.

We utilize a service model that includes clear roles and responsibilities for your financial services. Our approach will include the following key components:

- **Struture and Organizational Development**
- **Systems Review, Training and Implementations**
- **Business Processes Review, Workflow, and Enhancements**
- **Accounting Operations Day to Day**
- **Budget, Financial Reporting and Audit Coordination**



Proven Methodology. *Each of the above steps benefits from the perspectives and contribution from your proposed Aclarian team members, managed through an efficient, innovative process.*

With our combined team experience of many implementations, we have learned a number of things to make this process better. Typical examples include:

1. **Entity-Wide Buy-In:** It is critical to have all parts of the Town informed of the plans and get everyone involved in the solution. Change management includes departments in key activities, such as: Initial Demonstration, Project Kick-off, and Business Process Review Sessions.
2. **Data Conversion/Review:** Mistakes converting data delay projects, cause rework, and negatively affect team member morale. To ensure that there are no data conversion errors, we do two things. First, we review the data with the key stakeholders early in the process. This provides ample time to correct any data conversion issues. Second, for critical systems like Utility Billing and Payroll, we run at least one, and sometimes two, cycles in parallel (where applicable).
3. **Test Data and Environment:** When problems with data or processes arise late in the project, it is much more difficult to correct them. We believe that providing access to a test system, with your test data, allows for any potential problem identifications and corrections early without impacting the project schedule.
4. **Integrations:** It may be necessary to provide integration to another system that was not planned for. Aclarian makes every effort to help identify integrations. Aclarian also provides “code-less” configurable integrations. These allow for the creation of exports or imports into a wide variety of formats, without writing any software.
5. **Hardware:** Delays in procuring hardware can have disastrous impacts on the project schedule. To head off any delays, we meet with your IT team early on in the project to review planned hardware. Access to the Aclarian ERP system only requires a device (such as a desktop, laptop, tablet, iPad, or even a phone), internet and web browser access. Given the minimal hardware and compatibility requirements needed to implement and utilize the Aclarian ERP system, constraints to access the Aclarian ERP rarely if ever arise. As an added security measure, some clients desire to implement Multi-Factor Authentication (MFA) as part of the login process into the Aclarian portal. In those cases, an authentication device, such as a mobile phone or tablet, is generally preferred.
6. **Manage the Unexpected:** Aclarian prides itself on being responsive, both in terms of training and development. If an unforeseen issue arises, our “Never let a customer fail” motto guides our response. We work together to find a way to resolve the problem and keep the project on schedule.

To ensure that there are no data conversion errors, we provide continued assistance throughout the process. We provide templates containing data format, but we are also flexible with regard to how we receive the data. With regard to general ledger data, we will assist with confirming transaction detail agrees to balances per trial balance. And we can import as much historical data as each client requests.

We have the following teams that play an integral role in the implementation and data extraction process:

- Implementation Team = Responsible for collaborating with the client to determine the most efficient manner requiring the least amount of effort from the client to extract data from the legacy system import into the applicable Aclarian SQL tables
 - Software Development Team = Oversees the process to import the data files provided by the implementation team into the Aclarian database tables.
 - Quality Assurance Team = Performs testing and reconciliation procedures to ensure that the data was accurately and completely transferred into the Aclarian platform. In addition to Aclarian's internal QA team, we will also establish a test environment (referred to as the User Acceptance Testing, or UAT, environment) that our clients can access and review the data that was imported and perform test transactions.
- A.** Our solution is a cloud-based web application. The only requirement is a modern browser, i.e. Google Chrome, Microsoft Edge, Firefox, or Safari. Thus, there are no hardware requirements other than a computer (desktop, laptop, virtual PC, tablet, or even cell phone) with an internet connection and access to a web browser. Also, our cloud solution is highly scalable, We host the application in the cloud using Microsoft Azure, which give us the ability to scale horizontally (# of servers) and vertically (size of servers). We can support as many users as an entity requires. Our solution supports unlimited concurrent users, and system performance is not affected by the volume of users at any given time.

PROPOSED SOFTWARE SOLUTION

Upon engagement, the Aclarian team lead, Andrew Laflin, will begin with a thorough understanding of the specific scope of the project, including timeline, deliverables, and execution. At that time, team members will be assigned to assist, using open discussion with the Town project manager to discuss integration of Aclarian team members on the project. Frequent status updates and communication preferences will be delivered as directed.

Since Aclarian's inception, Andrew has assembled a team of highly experienced and talented individuals who have dedicated most of their careers to working in a local government environment in a senior management capacity. Our team members leverage each other's strengths to provide a full service model that is needed to provide a complete government-wide solution.

MODULE	DESCRIPTION
Billing & A/R	Create invoices on customized template with client logo. 'Email Invoice' option automatically sends invoices and reminders to customers via email. Create an online billing and payment web portal for customers to make payments online. Includes automatic GL entries for invoice creation and payment if made online. Includes Sanitation and Stormwater billing.
Budgeting	Establish relevant budget configurations, such as entity-wide pay increases (COLA), retirement percentages, health insurance amounts per employee, etc. Personnel costs are automatically calculated based on employee data inputs. Customized reporting can be export to PDF, Word, or Excel and used for creating the annual budget document for adoption.
Capital Assets	Perform inventories and scan equipment, vehicles, etc. containing bar codes using a cell phone or tablet. Maintain a picture of the scanned item with record of scan history. Within capital outlay reporting, associate capital asset additions with capital outlay entries and easily identify potentially unrecorded assets. Attach and store equipment and vehicle registration information and repair and maintenance documentation within individual asset records in Aclarian's Asset Management for well-organized status tracking.
Central Cashiering	All customer collections from various billing sources logged in the Central Cashiering module and segregated by user (cashier), which as a strong internal control measure, allows for reliable reconciliation and close out procedures by each cashier.
Financial Reporting	Generate schedules, tables, and statements based on general ledger balances and data from Budgeting, Capital Assets, and other modules as needed that can be used to effortlessly create sections of the Annual Comprehensive Financial Report (ACFR), budget book, or other financial reporting deliverables as requested by the client.

General Ledger	Aclarian's journal entry form includes Excel import option for journal entry line items, allows users to create templates for recurring entries to be saved and later retrieved, and recurring entries can be scheduled with automatic reminders to the assigned user. Aclarian's reporting tool, AG Grid, is a fully-featured and highly customizable JavaScript data grid. It allows for custom filtering, customizable appearance, data export to CSV or Excel, grouping/aggregation, and has a look and feel that is almost identical to data filtering and producing pivot tables in Excel.
Human Resources	Post and receive job applications online. Make annual benefit elections or changes to existing elections due to qualifying events. Easily manage employee status changes, such as departmental transfers, position changes with pay increases, leave of absences, and more. Complete custom-designed performance evaluation forms for employees...all of which send notifications via email and dashboard and go through workflow approval.
Interface w/Applications	The Aclarian Interface module will display the status of file transfers from external software applications that interface automatically with the Aclarian ERP system typically through API call or SFTP upload. This module can also store additional data from other applications and provide reporting using AG Grid in accordance with user specifications. Capable of interfacing with existing Property Tax Billing software.
Payments	Scan receipts and record itemized transactions in the purchasing/credit card form. Instruct vendors to submit invoices online via a custom-built online Vendor Portal, and the invoice information entered automatically creates an Invoice Approval Form (including attachments). Aclarian's Auto-Pay payment processing service automatically sends vendor payments via mailed check or via electronic ACH, as well as automatically transmit a Positive Pay file to the client's banking institution.
Payroll	Employees can enter time via an easily accessible time clock that starts and stops with a single button click and can be affixed at a client location. Employees can request time off using a form with workflow approval, which automatically logs the even on the employee's timesheet. Tracking time, managing personal time off, and processing payroll has never been so easy.
Projects & Grants	Track project and grant activity using assigned project and grant numbers that will be included in the GL string. Easily track revenues and expenses by project and grant through integration with the general ledger. Dictate notes and respond to comments regarding project status within Project/Grant Management; add sub-tasks and close projects and grants through simple form creation. Also included is project burdening via integration with Aclarian Payroll timesheet as projects and grants are created, allowing employees to charge time to applicable projects and grants as applicable.
Purchasing	Purchase Requisition Forms can be customized according to a specific procurement policy (form can require documentation of written bids, quotes, or other documentation for sole source or emergency purchases, etc.). Enable vendors to register to do business with the entity online via a link to the entity's website, which will automatically populate a New Vendor Form. Allow for workflow approval of bids and contracts and manage contract status (such as

	upcoming expiring contracts and insurance requirements) through Contract Management.
Task Management	Employees can manage tasks ranging from the Finance team preparing for the year end audit to the Public Works and Utilities departments establishing and assigning work orders using custom developed forms to assign to individuals and approvers via workflow. Work Order Forms include Google Maps and Google Earth views when entering property addresses.
Treasury Management	Perform bank reconciliations efficiently within Aclarian's Treasury Management module. Either manually Import transaction files from the bank, or Aclarian can automatically receive daily BAI2 or CSV files directly from the bank containing deposit and withdrawal transactions. Amounts per bank and per GL with matching check numbers, amounts, or other possible unique identifiers will automatically be matched. Complete monthly bank reconciliation forms based on transaction matching results within the Bank & GL Transaction listing.
User Management	Authorized employees can manage access for users by restricting the modules, forms, data management items, and reports that each user can access. Allow certain users to skip approvers, edit forms currently in workflow approval, and view all forms for a particular form section within Form Search. Also, create workflow groups (such as Capital Assets Approvals Group or A/P Processing Group) and determine the number of approvals required as a workflow step for each created workflow group.

Generic 6-Month Implementation Plan

DESCRIPTION		M1	M2	M3	M4	M5	M6	M7
1	PROJECT PLANNING							
2	PROJECT MANAGEMENT							
3	CHANGE MANAGEMENT							
4	SOFTWARE INSTALL/URL/PORTALS							
5	BUSINESS PROCESSES & WORKFLOWS							
6	POLICY & PROCEDURES							
7	INTERFACES							
8	DATA CONVERSION/CROSSWALKS/TABLES							
9	REPORTING/DASHBOARDS							
10	TRAINING							
11	TESTING							
12	GO LIVE							
13	POST PRODUCTION SUPPORT							

Phased Approach

Software implementations can be categorized as a “phased approach” or “big bang” approach. The appropriate approach can be determined during contract negotiations and/or Project Planning step.

Best practices lean towards a phased approach, so that both the client and Aclarian can match resources more efficiently. This allows the client to be able to dedicate resources to the implementation, while simultaneously running the day-to-day demands of the municipality.

Phase I

Major Business Process (Module)	Minor Business Process
General Ledger	Chart of Accounts, Fund, Department, Account, Project/Grants, Crosswalks, Historical Data Conversion and Reporting
Purchasing	Purchasing Methodology, Purchase Requisition, Change Order, Bid Form, Vendor Management and Reporting
Billing & A/R (Non-Utility)	Customers, Invoicing, Collections and Reporting
Cashiering	Segregation by Cashier, Close Out, Reconciliation and Reporting
Payments (A/R)	Check Request, Invoice w PO, P Card, Auto Pay, Check Batch, and Reporting
Workflow	Configure by Department, \$\$ Thresholds
Dashboard	Configure by Business Process, Tasks, Graphs
Project & Grants	Project and Grant Management configuration and Reporting
Interfaces	External Applications, API Calls, SFTP Upload. Fully capable of integrating with the Town’s existing Property Tax Billing software, if desired
Reporting	Applicable reports and training completed

Phase II

Major Business Process (Module)	Minor Business Process
Budgeting	Personnel, Operating, Capital and Reporting
Work Order	Service Category, Service Type, Resources and Reporting
Contracts Management	Document upload, Workflow, Contract Dates, Certificate of Insurance Dates and Reporting
Capital Assets	Additions, Transfers, Disposals, QSR Coding and Reporting
Business Licensing	Business Management, Invoicing, Receiving and Reporting

Treasury Management	Cash, Investments, Bank Reconciliation and Reporting
Web & Portals	Main Web Site, On-line Payments, Vendor Portals,
Reporting	Applicable reports and training completed

Phase III

Major Business Process (Module)	Minor Business Process
Sanitation & Stormwater Billing	Customer Service, Billing, Collections
Human Resources & Payroll	Employee, Time & Attendance, Payroll, Web Self Service and Reporting
Custom Reporting	Applicable reports and training completed
Contingency	Any non-essential modules listed above that were delayed and pushed to the final Phase



8.SAMPLE DOCUMENTATION

Using the Revenues & Expenses Report and Budget Vs Actual Report, the Aclarian outsourced Finance Director for the City of Dade City was able to easily export to Excel multiple years of revenue and expense balances, as well as budget balances for both inflows and outflows. The exported data contained balances by GL account for each fund, but the report also included fund, department, and account grouping information, such as Fund Group, Character, Function, and more.

As a result of this easily exported data from Aclarian's General Ledger module, the Aclarian team was quickly able to prepare a financial reporting deliverable to the City of Dade City Commissioners. See report deliverable at Exhibit A.

REVENUE & EXPENSES REPORT MENU – ACLARIAN ERP:

Revenues & Expenses Report

Fund Group: -All Fund Groups- Fund Name: -All Funds- Fiscal Year: Select a year Month: -Select-

Account Type: Select a Type

SEARCH RESET

2018 2019 2020 2021 2022

BUDGET VS ACTUAL REPORT EXAMPLE: SANITATION FUND – ACLARIAN ERP:

Budget vs Actual Report

Page Size: 20


EXPORT

Account	Account Description	Original Budget	Revised Budget	Actual	Encumbrances	Remaining Balance
430.1760.543001	Utility Services - Eleetric	\$300	\$300	\$295.56	\$0	\$4.44
430.1760.546001	Buildings & Grounds Maintenanc...	\$4,000	\$4,000	\$5,450.63	\$0	(\$1,450.63)
430.1760.552003	Operating Supplies - Equipment	\$0	\$0	\$2,525	\$0	(\$2,525)
430.1760.531004	Professional Services - Lab Testi...	\$12,000	\$12,000	\$0	\$0	\$12,000
430.1760.323700	Franchise Fees - Solid Waste	(\$28,500)	(\$28,500)	\$35,241.68	\$0	(\$63,741.68)
430.1760.549000	Other Current Charges	\$1,000	\$1,000	\$0	\$0	\$1,000
430.1760.343400	Garbage Service Charges	(\$337,300)	(\$337,300)	\$320,292.14	\$0	(\$657,592.14)
430.1760.548001	Ads & Legal Notices	\$0	\$0	\$457.05	\$0	(\$457.05)
430.1760.591005	Overhead Contribution to Gene...	\$35,000	\$35,000	\$0	\$0	\$35,000
430.1760.548002	Licenses & Permits	\$0	\$0	\$2,000	\$0	(\$2,000)
430.1760.534000	Other Contractual Services	\$307,500	\$307,500	\$304,236.47	\$0	\$3,263.53

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In addition, Aclarian has a Custom Reporting module that allows a user to customize the report features, including not only data output but also formatting and style (such as entity colors, logo, etc.). See below for an example of an output from the Custom Reporting module for a client user, City of Madeira Beach:

CUSTOM REPORTING MODULE:



- CUSTOM REPORTING
- REPORTS
 - Financial Reports
- GENERAL LEDGER
- LICENSING

[Back](#)


Report Options

Available Reports

Select One

GENERATE FINANCIAL REPORT

EXAMPLE REPORT OUTPUT:

	BUILDING FUND ANALYSIS					
	THROUGH:		SEPTEMBER 08, 2022			
Inflows	FY 2020 Actual	FY 2021 Actual	FY '21 Year To Date Actual	FY '22 Year To Date Actual	FY '22 Amended Budget	% Of Budget
125.5240.322000-Building Permits	\$803,188	\$978,748	\$978,748	\$1,074,614	\$1,300,000	83 %
125.5240.322901-Plan Review	\$1,100	\$0	\$0	\$0	\$500	0 %
125.5240.329103-Reinspection Fees	\$0	\$100	\$100	\$100	\$0	10,000 %
125.5240.329501-Applications/Fees	\$246	\$9,060	\$9,060	\$0	\$15,000	0 %
125.5240.361100-Interest Earnings	\$20,101	\$21,664	\$21,664	\$14,808	\$15,000	99 %
125.5240.369900-Other Miscellaneous Revenues	\$800	\$0	\$0	\$1,959	\$1,000	196 %
125.5240.369903-Refund Prior Year Expenses	\$934	\$11,681	\$11,681	\$0	\$0	0 %
125.5240.369906-Insurance Proceeds	\$0	\$0	\$0	\$3,231	--	--
Total	\$826,369	\$1,021,254	\$1,021,254	\$1,094,713	\$1,331,500	

9. COST/FEE PROPOSAL

See Aclarian's standard pricing schedule for ERP and outsourced consulting services at Exhibit B. The Aclarian standard pricing schedule was used to populate Form 15 – Price Proposal.

10. ATTACHMENTS

Exhibit A – Sample Reporting Deliverable Generated From Aclarian ERP System

Inflows by Fund – YTD Through June ‘22



MULTI-YEAR TOTAL INFLOWS BY FUND

Fund Name	2017	2018	2019	2020	2021	2022
Building Services Fund				523,023.82	591,619.94	462,438.89
Community Development Block Grant Fund		23,335.16	677,000.00	597.00	330.32	
CRA Fund	274,188.26	158,985.27	166,740.05	182,198.96	200,563.87	127,158.43
General Fund	5,631,275.10	5,696,223.82	7,498,281.72	5,739,368.57	6,838,024.73	4,940,525.07
Local Government Infrastructure Surtax Fund	1,038,188.99	1,033,324.32	1,130,800.19	1,163,609.66	1,511,037.73	1,073,363.86
Local Option Gas Tax Fund	256,546.70	268,517.19	277,785.14	319,363.65		
Public Safety Impact Fees Fund	645.74	567.15	933.53	11,357.41	15,977.53	111,192.40
Public Utility Fund	4,139,380.68	3,266,564.09	3,845,235.94	3,776,147.86	4,606,482.22	3,531,954.34
Sanitation Fund	278,132.71	272,032.02	279,652.60	282,475.52	274,386.64	296,274.97
Sewer Impact Fees Fund	29,855.39	58,830.60	46,859.42	607,829.02	775,315.00	1,902,922.00
Stormwater Management Fund	253,036.19	199,742.25	954,261.21	1,811,477.57	141,249.88	1,501,705.78
Transportation Impact Fees Fund	8,268.01	27,518.41	22,134.48	191,095.06	410,003.30	856,132.00
Water Impact Fees Fund	13,292.66	14,956.21	20,145.19	279,447.25	275,074.50	672,697.50
Total:	11,922,810.43	11,020,596.49	14,919,829.47	14,887,991.35	15,640,065.66	15,476,365.24

Outflows by Fund – YTD Through June ‘22



MULTI-YEAR TOTAL OUTFLOWS BY FUND

Fund Name	2017	2018	2019	2020	2021	2022
Building Services Fund				275,343.99	268,762.48	186,313.85
Community Development Block Grant Fund	1,301.44	22,033.60	677,000.12	596.74	330.32	8,687.12
CRA Fund	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
General Fund	5,077,777.89	5,325,659.63	7,470,112.55	6,728,039.88	6,660,983.05	4,858,716.02
Local Government Infrastructure Surtax Fund	1,095,766.53	569,374.50	927,764.16	1,482,271.18	1,097,980.55	716,859.42
Local Option Gas Tax Fund	254,949.65	267,752.84	276,456.29	314,184.97	29,329.02	
Public Safety Impact Fees Fund					1,668.15	73,700.00
Public Utility Fund	3,589,252.29	3,616,857.46	3,832,621.47	5,832,719.33	2,436,331.88	3,736,428.09
Sanitation Fund	258,650.44	268,531.29	253,558.53	259,012.61	302,534.48	250,933.75
Sewer Impact Fees Fund			12,000.00		40,469.00	
Stormwater Management Fund	385,699.61	180,848.49	839,262.75	2,149,406.28	146,618.98	133,216.43
Transportation Impact Fees Fund					4,975.00	
Water Impact Fees Fund			6,000.00			
Total:	11,044,329.35	10,467,627.62	14,422,320.11	17,355,584.26	11,132,365.91	10,038,115.40

Outflows by Function – YTD Through June ‘22



MULTI-YEAR TOTAL OUTFLOWS BY FUNCTION

Fund Name	2017	2018	2019	2020	2021	2022
Culture & Recreation	397,724.54	352,190.81	2,276,044.67	1,116,497.32	550,846.73	345,898.72
Economic Environment	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
General Government	2,067,134.86	2,189,504.77	2,314,968.15	2,481,948.29	2,508,309.11	1,748,197.97
Physical Environment	4,648,110.46	3,953,578.50	5,269,681.54	9,120,589.80	3,412,101.09	4,652,376.42
Public Safety	2,809,284.32	2,988,152.84	3,571,999.24	3,475,763.91	3,742,883.54	2,720,044.49
Transportation	741,143.67	767,630.89	862,082.27	846,775.66	775,842.44	498,337.08
Total:	11,044,329.35	10,467,627.62	14,422,320.11	17,355,584.26	11,132,365.91	10,038,115.40



Outflows by Department – YTD Through June ‘22

MULTI-YEAR TOTAL OUTFLOWS BY DEPARTMENT

Fund Name	2017	2018	2019	2020	2021	2022
Building Services	142,741.44	149,061.34	160,802.75	274,950.79	270,633.53	184,956.52
CDBG	1,301.44	22,033.60	677,000.12	596.74	330.32	8,687.12
City Attorney	63,088.69	94,364.35	89,739.19	78,548.02	85,570.13	62,983.66
City Clerk	77,641.61	87,892.53	97,373.27	109,147.58	121,269.07	114,468.75
City Commission	49,992.62	54,242.62	49,716.76	44,536.23	44,034.69	35,026.88
City Manager	241,696.53	239,776.47	277,319.63	263,057.30	277,662.74	244,654.97
Community Redevelopment	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
Facilities Maintenance	252,396.88	286,205.94	274,683.30	283,084.06	301,112.59	262,506.67
Finance	255,456.85	267,998.07	247,507.63	242,677.16	249,563.19	211,058.96
Fleet Maintenance	125,591.09	154,719.46	164,462.05	159,257.83	181,663.34	134,327.09
Information Technology	180,808.71	155,432.62	236,189.26	122,291.37	268,144.68	281,573.80
Infrastructure Surtax	1,095,766.53	569,374.50	927,764.16	1,482,271.18	1,097,980.55	716,859.42
Local Option Gas Tax	254,949.65	267,752.84	276,456.29	314,184.97	29,329.02	
Non Departmental	681,258.41	683,334.68	682,692.74	897,896.25	709,466.25	185,061.27
Parks & Grounds	396,423.10	330,157.21	1,599,044.55	1,115,900.58	550,516.41	337,211.60
Planning & Development Serv	139,203.47	165,538.03	195,284.32	281,452.49	269,822.43	216,535.92
Police	2,383,875.64	2,548,430.13	3,093,662.50	2,951,103.73	3,107,889.09	2,318,127.21
Public Safety Impact					1,668.15	73,700.00
Public Works - Sanitation	258,650.44	268,531.29	253,558.53	259,012.61	302,534.48	250,933.75
Public Works - Stormwater	385,699.61	180,848.49	839,262.75	2,149,406.28	146,618.98	133,216.43
Public Works - Wastewater	754,405.79	623,687.32	738,470.62	724,090.64	996,315.73	1,055,277.39
Public Works - Water	1,813,238.08	1,958,370.71	1,944,164.37	4,193,661.90	531,372.06	2,239,628.50
Safety Services	282,667.24	290,661.37	317,533.99	249,709.39	362,692.77	143,260.76
Sewer Development			12,000.00		40,469.00	
Streets	486,194.02	499,878.05	585,625.98	532,590.69	741,538.42	498,337.08
Transportation Impact					4,975.00	
Utility Finance	340,350.01	352,766.19	548,461.11	312,147.19	296,810.29	256,460.93
Water Development		254	6,000.00			
Total:	11,044,329.35	10,467,627.62	14,422,320.11	17,355,584.26	11,132,365.91	10,038,115.40

Inflows by Type – YTD Through June ‘22



MULTI-YEAR TOTAL INFLOWS BY TYPE

Fund Name	2017	2018	2019	2020	2021	2022
Charges For Services	3,589,249.59	3,566,593.07	3,593,698.57	3,999,256.78	4,271,378.03	3,897,270.56
Intergovernmental Revenue	1,032,725.19	995,508.15	3,091,295.71	979,556.66	1,539,307.43	839,760.57
Judgements, Fines, & Forfeits	37,430.94	55,577.31	22,968.76	33,440.50	44,269.70	29,656.41
Miscellaneous Revenues	204,837.01	102,299.04	964,238.56	479,573.54	126,093.40	285,571.85
Other Sources	1,992,090.17	1,077,014.42	1,692,634.49	2,844,836.34	1,839,492.17	1,673,983.78
Permits, Fees, & Special Assessmen	967,910.80	993,418.30	1,145,409.14	2,103,411.02	2,727,027.27	4,689,855.01
Taxes	4,098,566.73	4,230,186.20	4,409,584.24	4,447,916.51	5,092,497.66	4,060,267.06
Total:	11,922,810.43	11,020,596.49	14,919,829.47	14,887,991.35	15,640,065.66	15,476,365.24

Outflows by Type – YTD Through June ‘22



MULTI-YEAR TOTAL OUTFLOWS BY TYPE

Fund Name	2017	2018	2019	2020	2021	2022
Capital Outlay	1,090,708.90	414,325.67	3,413,485.44	4,059,617.61	990,836.13	2,468,290.04
Debt Service	412,889.14	408,342.51	289,191.75	273,640.71	217,683.80	235,796.71
Grants And Aids	37,288.02	25,488.50	1,447.13	7,500.00	10,716.27	14,836.00
Operating Expenditures/Expenses	3,701,662.99	3,759,146.49	4,279,395.04	6,213,312.15	3,219,236.03	2,772,623.90
Other Uses	1,044,301.03	972,014.42	1,277,659.21	1,334,811.62	910,511.47	-
Personnel Services	4,757,479.27	4,888,310.03	5,161,141.54	5,466,702.17	5,783,382.21	4,546,568.75
Total:	11,044,329.35	10,467,627.62	14,422,320.11	17,355,584.26	11,132,365.91	10,038,115.40

Largest Revenue Account Balances – Top 10



MULTI-YEAR LARGEST TOTAL REVENUES BY ACCOUNT

Fund Name	2017	2018	2019	2020	2021	2022	Grand Total
Ad Valorem Taxes	1,792,084.63	1,869,573.60	2,027,821.87	1,892,814.89	2,098,400.64	2,261,773.73	11,942,469.36
Sewer Service Charges	1,486,473.56	1,533,671.73	1,592,244.28	1,716,974.93	1,991,156.84	1,703,576.91	10,024,098.25
Water Service Charges	1,502,294.25	1,478,246.29	1,514,409.21	1,592,784.84	1,581,868.32	1,362,634.33	9,032,237.24
Local Government Infrastructure Surtax	974,688.99	1,033,324.32	1,130,800.19	1,163,609.66	1,364,631.98	1,073,363.86	6,740,419.00
Impact Fees - Residential - Physical Environment	295,918.19	271,373.65	316,124.38	1,175,944.25	1,191,639.38	2,793,902.28	6,044,902.13
Proprietary - Federal Grants And Donations	-	105,000.00	414,975.28	1,510,024.72	782,574.95	1,283,423.00	4,095,997.95
Utility Service Tax - Electricity	553,205.96	571,579.70	570,321.75	563,367.96	599,817.07	478,595.68	3,336,888.12
Franchise Fee - Electricity	565,790.80	577,112.32	572,684.46	529,056.17	593,195.70	490,064.63	3,327,904.08
Half-Cent Sales Tax Program	436,748.68	465,686.84	496,001.15	488,401.62	583,823.53	421,576.46	2,892,238.28
State Shared Revenues	305,686.16	308,533.74	311,497.17	284,669.79	334,977.70	222,591.60	1,767,956.16
Percent of Total:	66.37%	74.53%	59.97%	73.33%	71.11%	78.13%	

Largest Operating Expenditure Account Balances



MULTI-YEAR LARGEST TOTAL OPERATING EXPENDITURES BY ACCOUNT

Fund Name	2017	2018	2019	2020	2021	2022	Grand Total
Salary And Wages	3,319,672.97	3,337,562.25	3,470,720.90	3,517,633.88	3,642,497.61	3,117,931.11	20,406,018.72
Other Contractual Services	685,132.49	511,244.08	980,718.94	777,996.67	704,894.64	711,985.52	4,371,972.34
Life And Health Insurance	478,226.12	482,601.07	526,361.76	563,092.51	578,661.97	508,958.90	3,137,902.33
Retirement Contributions - Police	206,436.09	250,452.84	318,442.22	544,689.75	564,299.25	220,134.95	2,104,455.10
Utility Services - Electric	325,190.25	305,015.32	368,086.15	285,949.53	309,708.36	294,959.13	1,888,908.74
Operating Supplies - Equipment	210,231.72	266,624.75	228,718.07	268,499.31	335,701.54	325,630.10	1,635,405.49
FICA Taxes	258,156.64	260,860.10	268,825.89	259,507.10	281,221.22	254,499.91	1,583,070.86
Interest Expense	288,961.21	242,844.28	233,726.07	221,677.08	217,683.80	43,031.65	1,247,924.09
Overtime	168,070.23	170,627.60	122,180.99	120,939.31	136,324.71	142,804.45	860,947.29
Operating Supplies - Motor Fuel & Oil	125,910.11	148,682.71	139,950.47	105,837.62	143,578.80	134,395.53	798,355.24
Percent of Total:	54.92%	57.10%	46.16%	38.41%	62.11%	57.32%	

Budget Vs Actual Inflows – YTD Through June ‘22



BUDGET VS ACTUAL INFLOWS BY FUND & ACCOUNT TYPE

Fund & Account Type Name	Revised Budget	Actual YTD	% of Total
Building Services Fund	265,000.00	462,438.89	
Charges For Services	65,000.00	63,063.70	97.0%
Permits, Fees, & Special Assessments	200,000.00	399,375.19	199.7%
Community Development Block Grant Fund	700,000.00	-	
Intergovernmental Revenue	700,000.00	-	
CRA Fund	220,177.00	-	
Other Sources	107,177.00	-	
Taxes	113,000.00	127,158.43	112.5%
General Fund	8,020,365.00	4,940,525.07	
Charges For Services	98,335.00	78,835.57	80.2%
Intergovernmental Revenue	3,114,895.00	839,760.57	27.0%
Judgements, Fines, & Forfeits	30,500.00	29,656.41	97.2%
Miscellaneous Revenues	226,900.00	240,583.75	106.0%
Other Sources	683,500.00	263,402.35	38.5%
Permits, Fees, & Special Assessments	580,000.00	501,383.22	86.4%
Taxes	3,286,235.00	2,986,903.20	90.9%
Local Government Infrastructure Surtax Fund	1,362,675.00	1,073,363.86	
Taxes	1,362,675.00	1,073,363.86	78.8%
Public Safety Impact Fees Fund	89,800.00	111,192.40	
Permits, Fees, & Special Assessments	89,800.00	111,192.40	123.8%

Fund & Account Type Name	Revised Budget	Actual YTD	% of Total
Public Utility Fund	5,176,000.00	3,531,954.34	
Charges For Services	4,111,000.00	3,486,966.24	84.8%
Miscellaneous Revenues	95,000.00	44,988.10	47.4%
Other Sources	970,000.00	-	0.0%
Sanitation Fund	365,800.00	296,274.97	
Charges For Services	337,300.00	268,405.05	79.6%
Permits, Fees, & Special Assessments	28,500.00	27,869.92	97.8%
Sewer Impact Fees Fund	997,600.00	1,902,922.00	
Permits, Fees, & Special Assessments	997,600.00	1,902,922.00	190.8%
Stormwater Management Fund	2,565,000.00	1,501,705.78	
Other Sources	2,350,000.00	1,283,423.00	54.6%
Permits, Fees, & Special Assessments	215,000.00	218,282.78	101.5%
Transportation Impact Fees Fund	660,000.00	856,132.00	
Permits, Fees, & Special Assessments	660,000.00	856,132.00	129.7%
Water Impact Fees Fund	349,000.00	672,697.50	
Permits, Fees, & Special Assessments	349,000.00	672,697.50	192.8%

Budget Vs Actual Outflows – YTD Thru June ‘22



BUDGET VS ACTUAL OUTFLOWS BY FUND & DEPARTMENT

Fund Name & Department Name	Revised Budget	Actual YTD	% of Total
Building Services Fund	383,245	186,314	
Building Services	383,245	186,314	48.6%
CRA Fund	354,950	69,256	
Community Redevelopment	354,950	73,261	20.6%
General Fund	8,691,524	4,858,716	
City Attorney	109,475	62,984	57.5%
City Clerk	169,335	114,469	67.6%
City Commission	43,655	35,027	80.2%
City Manager	349,073	244,655	70.1%
Facilities Maintenance	274,178	262,507	95.7%
Finance	353,870	211,059	59.6%
Fleet Maintenance	168,350	134,327	79.8%
Information Technology	332,116	281,574	84.8%
Non Departmental	107,177	-	0.0%
Parks & Grounds	430,558	337,212	78.3%
Planning & Development Services	402,107	216,536	53.9%
Police	3,071,595	2,318,127	75.5%
Safety Services	299,100	143,261	47.9%
Streets	2,580,935	498,337	19.3%
Local Government Infrastructure Surtax Fund	2,503,800	716,859	
Infrastructure Surtax	2,503,800	716,859	28.6%

Fund Name & Department Name	Revised Budget	Actual YTD	% of Total
Public Safety Impact Fees Fund	-	73,700	
Public Safety Impact	-	73,700	
Public Utility Fund	7,200,925	3,740,428	
Non Departmental	967,975	185,061	19.1%
Public Works - Wastewater	2,263,265	1,055,277	46.6%
Public Works - Water	3,218,079	2,243,629	69.7%
Utility Finance	751,606	256,461	34.1%
Sanitation Fund	359,800	250,934	
Public Works - Sanitation	359,800	250,934	69.7%
Sewer Impact Fees Fund	997,600	-	
Sewer Development	997,600	-	
Stormwater Management Fund	2,565,000	133,216	
Public Works - Stormwater	2,565,000	133,216	5.2%
Transportation Impact Fees Fund	660,000	-	
Transportation Impact	660,000	-	
Water Impact Fees Fund	349,000	-	
Water Development	349,000	-	

Exhibit B – Aclarian Standard Pricing Schedule



ACLARIAN

ACLARIAN SOFTWARE STANDARD PRICING MODEL

SUBSCRIPTION FEES - STANDARD USER PACKAGE

Monthly Package	Monthly Rate
Dashboard & Form Search	No Cost - Available to All Users
Standard User Access - Bundled Package Option	\$60 Per User Per Month - Access to All Standard Modules (see listing below)
Standard User Access - HR & Payroll Only Option	\$30 Per User Per Month
Standard User Access Modules Include:	Billing & A/R, Budgeting, Capital Assets, Central Cashiering, Financial Reporting, General Ledger, Human Resources, Interface w/Applications, Inventory, Payments, Payroll, Projects & Grants, Purchasing, Task Management, Treasury Management, User & Workflow Management

SUBSCRIPTION FEES - PREMIUM MODULES

Monthly Package	Monthly Rate
Code Enforcement	\$150 Per Month - Unlimited Users
Business Licenses	\$200 Per Month - Unlimited Users
Permitting	\$250 Per Month - Unlimited Users
Lease Accounting	\$300 Per Month - Unlimited Users
Utility Billing	\$350 Per Month - Unlimited Users

SUBSCRIPTION FEES - HOSTING FEES

Monthly Package	Monthly Rate
Production Environment	\$300 Per Month
Testing & Training ("UAT") Environment	\$300 Per Month

SUBSCRIPTION FEES - WEB APPLICATIONS

Monthly Package	Monthly Rate
Web Applications	\$30 Per Web Application Per Month
Web Applications Include:	Vendor Portal, Customer Online Application & Payment Portal, Invoicing & Collection Portal, Financial Transparency Site, Etc.

BILLABLE SERVICES

Implementation Services	Cost	Education & Training	Cost
Software Development & Consulting Team	\$175 per hour	Training Consultants	\$175 per hour
Ongoing Support	Cost	Future Enhancements	Cost
Software Support Team	Included in Subscription - No Additional Charge	Software Development & Consulting Team	\$175 per hour
Outsourced Services	Cost	Outsourced Services	Cost
Senior Consultant	\$175 per hour	Consultant	\$70 per hour

Accounting/Finance Outsourced Staffing

Staff Level	Rate Per Hour	Estimated		Monthly Price	Annual Price	5 Year Price
		Hours	Monthly			
Senior Consultant	\$ 175.00	8	\$	1,400	\$ 16,800	N/A
Consultant	\$ 70.00	35	\$	2,450	\$ 29,400	N/A
Total:			\$	3,850	\$ 46,200	

ERP Technology Solution - Core Price

Cost Type	# of Users, Applications, etc. (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost				
Standard User Access	10	\$ 60	\$	600	\$ 7,200	\$ 36,000
Production Environment	1	\$ 300	\$	300	\$ 3,600	\$ 18,000
UAT Environment	1	\$ 300	\$	300	\$ 900	\$ 900
Web Applications	4	\$ 30	\$	120	\$ 360	\$ 1,800
Total:					\$ 12,060	\$ 56,700

Price for Additional Modules

Cost Type	# of Users (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost				
Payroll	25	\$ 30	\$	750	\$ 9,000	\$ 45,000
Building Permits	Unlimited	\$ 250	\$	250	\$ 3,000	\$ 15,000
Code Enforcement	Unlimited	\$ 150	\$	150	\$ 1,800	\$ 9,000
Human Resources	<i>Included with Payroll</i>					
Task Management	<i>Included with ERP Technology Solution - Core Price</i>					
Total:					\$ 13,800	\$ 69,000

Lead and Manage ERP Transition

Cost Type	# of Hours (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost				
Implementation Services	180	\$ 175	\$	31,500	\$ 31,500	\$ 31,500
Education & Training	50	\$ 175	\$	8,750	\$ 8,750	\$ 8,750
Ongoing Support	100	\$ -	\$	-	\$ -	\$ -
Future Enhancements	75	\$ 175	\$	13,125	\$ 13,125	\$ 13,125
Total:					\$ 53,375	\$ 53,375


Exhibit C – Executed RFP Forms for Submittal

FORM 1 PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Proof of Required Insurance
- Form 13: Bid Security/Bid Bond (unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)
- Form 15: Price Proposal

Firm: Aclarian LLC

Date: 9/7/2022

Authorized Signature: 

Print or Type Name: Andrew Laflin

Title: President

FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge, and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of Kenneth City or any of its employees and officials.
3. I/We understand, acknowledge, and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether the offer is the lowest price offer received.
4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. I/We understand, acknowledge, and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.
6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.
7. I/We understand, acknowledge, and agree that the Finance Professional(s) shall provide accounting and finance services in accordance with this RFP, as they may be amended from time to time.
8. I/We understand, acknowledge, and agree that the Town Manager will be responsible for monitoring the day-to-day services of the Finance Professional(s). The Finance Professional(s) shall promptly report any conditions, transactions, occurrences, events, situations, or circumstances encountered who would impede or impair the proper conduct of the finance services provided.
9. I/We, understand, that a separate contract for services shall be provided for the onsite-outsourced Finance Professional(s).
10. I/We, understand, that a separate contract for services shall be provided for the Turn-key ERP Technology Solution.
11. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.
12. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

[SIGNATURE PAGE TO FOLLOW]

Signature of Authorized Representative: Andre Lab

ACKNOWLEDGMENT

State of Florida
County of PINELLAS

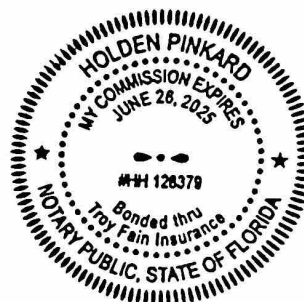
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7TH day of SEPTEMBER, 2022, by ANDREW CAFLIN
(name of person) as PRESIDENT (type of authority) for ACLARIAN
(name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as
Commissioned)

☒ Personally known to me; or

☐ Produced identification (Type of Identification: _____)

☐ Did take an oath; or
☐ Did not take an oath



FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Aclarian LLC

Firm Name

4240 West Morrison Avenue, Tampa, FL 33629

Principal Business Address

813-784-3140

Telephone Number

info@aclarian.com

Email Address

8 5 3 3 7 8 8 4 8

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? *Two*

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/ filed to conduct business in the State of Florida:

L20000319769

10/9/2020

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Certified Public Accountant

AC37570

February 2005

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: ***Outsourced CFO/Finance Director Services & cloud/web based ERP Software***

Please identify the number of continuous years your Firm has performed its primary business **2**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
CPA	Florida DBPR	AC37570	February 2005

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Andrew Laflin	President	All

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees (including contractors)	30
Total No. of Managerial/Administrative Employees	5

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Accurate Ins Solutions Inc dba Accurate Ins Solutions Inc – FL	Al Derenches
Insurance Carrier Name	Insurance Carrier Contact Person

16019 N Florida Avenue Tampa, FL 33549	813-994-4114	aderenches@accurateinssolutions.com
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years? ☒ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Andrew Laflin	President	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☒ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Osceola County Clerk of Court	Robert Willhoit	407-742-3691	Rob.willhoit@osceolaclerk.org	8/15/22
MetroPlan Orlando	Jason Loschiavo	407-481-5672 x310	jloschiavo@metroplanorlando.org	8/16/22
City of Cocoa	Rebecca Bowman	321-433-8626	rbowman@cocoafll.org	8/19/22
Pinellas Suncoast Transit Authority	Julie Lupis	727-540-1815	jlupis@psta.net	8/23/22
Town of Belleair	Gay Lancaster	727-612-6114	glancaster@townofbelleair.net	8/24/22

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____Addendum 1

_____Addendum 6

_____Addendum 2

_____Addendum 7

_____Addendum 3

_____Addendum 8


_____Addendum 4

_____Addendum 9

_____Addendum 5

_____Addendum 10

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:
Aclarian LLC

_____ NAME OF PROPOSING OR BIDDING ENTITY 8 5 3 3 7 8 8 4 8	By: <u>Andrew Laflin</u> INDIVIDUAL'S NAME AND TITLE
_____ FEIN OF PROPOSING OR BIDDING ENTITY	Date: 9/7/22

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

AL
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Respondent list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

AL

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

AL

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such

employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

AL

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

AL

Respondent Initials

Scrutinized Companies

1 Andrew Laflin, Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification;

or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

AL _____

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

AL _____

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Andrew Laflin	4240 W Morrison Avenue Tampa, FL 33629	100

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

AL _____
Respondent Initials

Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

AL

Respondent Initials

Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

AL

Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

Witness #1 Print Name: Tamal Yahia

Witness #2 Print Name: Brick N. Cade

Signed, sealed and delivered by:

Print Name: Andrew Laflin

Title: President

Firm: Aclarian LLC

ACKNOWLEDGMENT

State of Florida

County of PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of SEPTEMBER, 2022, by ANDREW LAFLIN (name of person) as PRESIDENT (type of authority) for ACLARIAN (name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced Identification (Type of Identification: _____)
☐ Did take an oath or
☐ Did not take an oath



FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 8 KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:
X No

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Andrew Laflin	President	20	2	CPA
Mike Fitzgerald	Vice President	35	2	MBA, CGFO, CPPO
Jody Young	Senior Consultant	16	1	CPM, CGFO
Marilyn Aruca	Accountant	22	2	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

Aclarian has an array of resources across the state of Florida with municipal government experience that could

participate on this engagement as needed. See Aclarian proposal for more information.

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Marilyn Aruca	Accountant	City of Groveland	15	Indefinite
Marilyn Aruca	Accountant	BWG Concrete	8	Indefinite

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: Aclarian LLC_____

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 9 REFERENCES

REFERENCE #1

Public Entity Name: City of Madeira Beach, FL

Reference Contact Person/Title/Department: Patrick Cade/Accounting Manager/Finance

Contact Number & Email: 727-391-9951 x237/pcade@madeirabeachfl.gov

Public Entity Size/Number of Residents/Square Mileage:75/4000/4

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity): Aclarian currently serves as Outsourced Finance Director and provides city-wide ERP software to all departments. Prior software vendor was Tyler Technologies (Munis)

Is the Contract still Active? Yes

REFERENCE #2

Public Entity Name: Glades County Clerk of Court, FL

Reference Contact Person/Title/Department: Tasha Morgan/Finance Director/Clerk of Court Finance

Contact Number & Email: 863-946-6010/tmorgan@gladesclerk.com

Public Entity Size/Number of Residents/Square Mileage: 90/12,200/990

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Beginning in late 2021, our team began converting the Clerk's existing finance & accounting systems to the Aclarian ERP Platform. They are currently live with all modules. Prior software vendor was MIP Software

Is the Contract still Active? Yes

REFERENCE #3

Public Entity Name: City of Dade City, FL

Reference Contact Person/Title/Department: Loreen Gant/Accounting

Supervisor/Finance

Contact Number & Email: lgant@dadecityfl.com

Public Entity Size/Number of Residents/Square Mileage: 80/7,300/7

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity): Aclarian currently serves as Outsourced Finance Director and provides city-wide ERP software to all departments. Prior software vendor was Tyler Technologies (InCode)

Is the Contract still Active? Yes

FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

X Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:



Print Name: Andrew Laflin

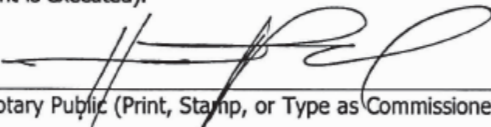
Title: President

Firm: Aclarian LLC

ACKNOWLEDGMENT

State of Florida
County of PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this TH day of SEPTEMBER, 20 22, by ANDREW LAFLIN
(name of person) as PRESIDENT (type of authority) for ACLARIAN
(name of party on behalf of whom instrument is executed).


Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced Identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath



FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:


<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

X Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 12 PROOF OF REQUIRED INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Accurate Ins Solutions Inc dba Accurate Ins Solutions Inc - FL 16019 N Florida Ave Lutz FL 33549		CONTACT NAME: Al Derenches PHONE (A/C, No, Ext): (813) 994-4114 FAX (A/C, No): E-MAIL: aderences@accurateinsolutions.com ADDRESS:	
INSURED Aclarian Tech Net Solutions 4240 W MORRISON AVE TAMPA FL 33629-4301		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Security Company NAIC # 27960 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	UNDERWRITTEN	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MLBFL158871514-002	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Technology and Internet E&O Liability			MLBFL158871514-002	11/01/2021	11/01/2022	Each Claim 1,000,000 Each Claims 1,000,000 Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Adarian LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE AL Derenches

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

FORM 13 BID SECURITY/BID BOND

INTENTIONALLY OMITTED. BID BOND WAIVED.

FORM 14 PERFORMANCE BOND

INTENTIONALLY OMITTED. PERFORMANCE BOND WAIVED.

FORM 15 PRICE PROPOSAL

Base Price (Per Year) for Work Performed Pursuant to Section II (Scope of Services):

	ANNUAL PRICE	5 YEAR PRICE
Accounting/Finance Outsourced Staffing	<u>\$46,200</u>	
ERP Technology Solution - Core Price	<u>\$12,060</u>	<u>\$56,700</u>
Price for additional modules		
<u>payroll</u>	<u>\$9,000</u>	<u>\$45,000</u>
<u>building permits</u>	<u>\$3,000</u>	<u>\$15,000</u>
<u>code enforcement</u>	<u>\$1,800</u>	<u>\$9,000</u>
<u>human resources</u>	<u>\$0</u>	<u>\$0</u>
<u>task management</u>	<u>\$0</u>	<u>\$0</u>

Total Base Proposal (ERP)	<u>\$25,860</u>	<u>\$125,700</u>
---------------------------	-----------------	------------------

Lead and Manage ERP Transition	<u>\$53,375</u> (one-time fee)
--------------------------------	--------------------------------

Option Year Costs:

The annual base bid shall be as quoted for the initial five-year contract and shall not increase during any option years.

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

HOURLY RATES:

Accountant	\$70_____per hour
Bookkeeper	\$70_____per hour
CPA	\$175_____per hour
CFO/Finance Director	\$175_____per hour
_____	\$_____per hour
_____	\$_____per hour
_____	\$_____per hour
_____	\$_____per hour

The undersigned attests to their authority to submit this proposal and to bind the firm herein named to perform as per contract if the firm is awarded the agreement by the Town. The undersigned further certifies that they have read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Aclarian LLC

Authorized Signature: 

Title: President

Print or Type Name: Andrew Laflin

Date: 9/7/22

EXHIBIT C

PROPOSAL OR SCOPE OF SERVICES

The Scope of Services are those contained in the RFP 2022-04 Turn-Key Outsource Solutions For Accounting and Finance Staffing and an ERP Technology Solution, attached hereto as Exhibit A and incorporated herein by reference.



ACLARIAN SOFTWARE STANDARD PRICING MODEL

<i>SUBSCRIPTION FEES - USER PACKAGE</i>			
Cost Type	Monthly Cost	Cost Type	Monthly Cost
Standard User Access	\$60 per user	Production Environment	\$ 300
UAT Environment	\$ 300	Web Applications	\$30 per application
<i>ADDITIONAL MODULES</i>			
Cost Type	Monthly Unit Cost	Cost Type	Monthly Unit Cost
Payroll	\$30 per employee	Human Resources	Included with Payroll
<i>SOFTWARE IMPLEMENTATION</i>			
Cost Type	Hourly Rate	Cost Type	Hourly Rate
Implementation Services	\$175	Education & Training	\$175
Maintenance & Support	Cost	Other Software Services*	Cost
Helpdesk Support Team	Included in Subscription	Software Engineering & Implementation Team	\$175 per hour
Outsourced Services (Optional)	Cost	Outsourced Services (Optional)	Cost
Senior Accountant & Consultant	\$175 per hour	Accountant & Consultant	\$70 per hour
Optional Services & Fees	Description	Cost	
Auto-Pay Processing - Mailed Checks	Print & Mail Service for Paper Checks	\$0.75 plus postage**	
Auto-Pay Processing - Direct ACH	Direct ACH File Transmission to Designated Bank	No Charge	

* Post-implementation Other Software Services includes onsite or remote training, adding, deleting or modifying data entered into the Software due to error or omission by the Licensee, or development and installation of custom enhancements specifically requested by the Licensee in addition to the standard software product

** Postage currently \$0.60 per parcel

EXHIBIT D

FEE SCHEDULE

The Fee Schedule is that which unit costs are also contained in the RFP 2022-04 Aclarian LLC Response to Turn-Key Outsource Solutions For Accounting and Finance Staffing and an ERP Technology Solution. The Fee Schedule is updated with quantities as necessary for TPA requirements

<i>Accounting/Finance Outsourced Staffing</i>					
Staff Level	Rate Per Hour	Estimated Hours Monthly	Monthly Price	Annual Price	
Senior Consultant	\$ 175.00	5	\$ 875	\$ 10,500	
Consultant	\$ 70.00	15	\$ 1,050	\$ 12,600	
Total:				\$ 23,100	

ERP Technology Solution - Core Price

Cost Type	# of Users, Applications	Monthly Unit Cost	Monthly Price	Annual Price	5 Year Price
Standard User Access	10	\$ 60	\$ 600	\$ 7,200	\$ 36,000
Production Environment	1	\$ 300	\$ 300	\$ 3,600	\$ 18,000
UAT Environment	1	\$ 300	\$ 300	\$ 900	\$ 900
Web Applications	1	\$ 30	\$ 30	\$ 360	\$ 1,800
Total:		\$ 690	\$ 1,230	\$ 12,060	\$ 56,700

Price for Additional Modules

Cost Type	# of Users, Applications	Monthly Unit Cost	Monthly Price	Annual Price	5 Year Price
Payroll	16	\$ 30	\$ 480	\$ 5,760	\$ 28,800
Building Permits	0	\$ 250	\$ -	\$ -	\$ -
Code Enforcement	0	\$ 150	\$ -	\$ -	\$ -
Human Resources	Included				
Task Management	Included				
Total:			\$ 480	\$ 5,760	\$ 28,800
ERP and Payroll Combined			\$ 1,710	\$ 17,820	\$ 85,500

Lead and Manage ERP Transition

Cost Type	# of Users, Applications	Monthly Unit Cost	Monthly Price	Annual Price	5 Year Price
Implementation Services	384	\$ 175	\$ 67,200	\$ 67,200	\$ 67,200
Education & Training	96	\$ 175	\$ 16,800	\$ 16,800	\$ 16,800
Ongoing Support	0	\$ -	\$ -	\$ -	\$ -
Future Enhancements	0	\$ 175	\$ -	\$ -	\$ -
Total:	480	\$ 525	\$ 84,000	\$ 84,000	\$ 84,000

Additional Services: The TPA may from time-to-time request additional services that are not listed in the agreement.

The parties agree to negotiate in good faith the terms and conditions by which the Consultant would be willing to perform such additional services.

EXHIBIT E

PALM BEACH TPA SOFTWARE IMPLEMENTATION TIMELINE

Palm Beach TPA Software Implementation



Software Implementation
Andrew Laflin, Jordan Romager

Aclarian LLC
3/6/2024

Phase		Details					Q1							Q2																						
							Jan					Feb				Mar				Apr					May				Jun				Jul			
Project Area:		Enter the date of the first Monday of each month -->	% Complete	Start Date	End Date	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29
1	General Ledger Module	Design	0%	3/12/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
2	Payments Module	Design	0%	3/18/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
3	Purchasing Module	Design	0%	3/18/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
4	Projects & Grants Module	Design	0%	3/18/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
5	Billing & A/R Module	Design	0%	3/25/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
6	Cashiering Module	Design	0%	3/25/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
7	Treasury Management Module	Design	0%	4/8/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
8	User Management Module	Design	0%	3/12/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
9	Workflow Management Module	Design	0%	3/12/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	
10	HR/Payroll Solution	Design	0%	3/18/2024	7/12/2024																															
		Development	0%																																	
		Testing	0%																																	
		Training	0%																																	
		Go-Live/Post Production Support	0%																																	

TPA Professional Services Agreement
EXHIBIT F

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. The Consultant agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third-party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. The Consultant agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

B. Program Fraud and False or Fraudulent Statements. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, the Consultant certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or Work Order is being performed. In addition to other penalties that may apply, the Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. The Consultant also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. The Consultant agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. The Consultant shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this contract. The Consultant's failure to so comply shall constitute a material breach of this Agreement. The Consultant agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

D. Incorporation of Federal Transit Administration (FTA) Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Work as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the TPA to be in violation of its JPA or any

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EXHIBIT F

FTA terms and conditions applicable to this Project. The Consultant agrees to include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding.

E. Civil Rights. The following requirements apply to this Agreement:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

The TPA does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), or those requiring language assistance (free of charge) should contact Melissa Murray at (561) 725-0813 or Info@PalmBeachTPA.org.

2. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, Consultant agrees to refrain from discrimination against present and prospective

TPA Professional Services Agreement

EXHIBIT F

employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

F. Disadvantaged Business Enterprises (DBE). See Section 35. of the Agreement.

H. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. The Consultant agrees to comply with and does hereby assure and certify the compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. The Consultant further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

I. Clean Air. The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* The Consultant agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Consultant further agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.

J. Clean Water. If this Agreement is valued at \$150,000 or more, the Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Consultant agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.

K. Energy Conservation. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

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conservation plan issued in compliance with the Energy Policy and Conservation Act.

L. Seat Belts. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate Consultant-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, the Consultant is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders. Notwithstanding the foregoing, Section 316.614, F.S., requires that the Consultant, its sub-contractors, and its and their employees, volunteers, agents, use and wear seat belts at all times when a motor vehicle, as defined by Florida law, is operated or in use.

REQUIRED DOCUMENTATION

SINGLE EXECUTION AFFIDAVIT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID OR PERFORM THE SERVICES.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TPA OF KENNETH CITY AND ARE STATEMENTS MADE:

By: Andrew Laflin

For (Name of Proposing or Bidding Entity): Aclarian, LLC

Whose business address is: 4240 W. Morrison Ave., Tampa, FL 33629

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-3378848

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on

the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am

required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Sworn to under penalty of perjury as follows by Andrew Laflin, as President/Managing Member of Aclarian LLC, a Florida Limited Liability Company, and personally

Andrew Laflin

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ by _____, of _____, a _____
(_____) limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

TPA RESOLUTION 2024-XX

A RESOLUTION APPROVING AMENDMENT 3 TO THE 2045 LONG RANGE TRANSPORTATION PLAN (LRTP)

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the 2045 Long Range Transportation Plan (LRTP) is the official multimodal transportation plan defining the transportation demands, goals, objectives, desired projects, and a fiscally constrained list of transportation projects to be funded with federal and state sources for no less than a 20-year planning horizon;

WHEREAS, the TPA Governing Board finds that this LRTP amendment is consistent with all federal and state requirements; and

WHEREAS, the TPA last amended the 2045 LRTP Amendment 2 in October 2023;

WHEREAS, the amended updates local projects to provide planning consistency with partner agencies' committed transportation programs and projects.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby approves Amendment 3 to the 2045 Long Range Transportation Plan, attached hereto as "Exhibit A" and by this reference incorporated herein.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March 2024.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea Reed, as its Chair

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



Amendment #3 2045 Long Range Transportation Plan (LRTP) Summary of Proposed Changes

The 2045 LRTP was adopted by the TPA Governing Board on December 12, 2019. TPA adopted Amendment #2 on October 19, 2023, for consistency with the 2024 – 2028 Transportation Improvement Program (TIP) and the updated FDOT Strategic Intermodal System (SIS) Cost Feasible Plan.

Amendment #3 is proposed to incorporate locally funded projects into the LRTP that demonstrates TPA project support, and planning consistency required of local agencies when requesting funding through State or Federal discretionary funding programs.

TPA has scheduled adoption of Amendment #3 at the March 21, 2024 TPA Governing Board Meeting.

The [FDOT provides guidance on LRTP Amendment Thresholds](#), and include:

- **Amendment:** projects with significant scope changes, project schedule advancements (indicated by 5-year time bands in the LRTP), or where project costs increase by more than 50% and \$50 million;
- **Administrative Modification** (noted hereafter as “Modification”): projects with less significant alterations in design scope (ie. project limits) or cost changes that do not meet the higher Amendment threshold.

TPA requested details of locally funded projects from our regional partners to incorporate by Amendment into the 2045 LRTP. The following tables highlight regionally significant transportation projects from Palm Beach County’s Road Program, or local Capital Improvement Programs, which are proposed for incorporation into the 2045 LRTP by Amendment #3.

Local Government Prioritization (pgs 155-157)

LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding (in \$1,000)
WPB001	Fern Street Extension from Australian Ave to East of Tamarind Ave	Construct new 4-lane road with SFRC Rail crossing and closure of 2 ½ existing SFRC rail crossings.	\$41,384	\$3,800
WPB002	West Palm Beach on the Rise (Carver Neighborhood, Palm Beach Lakes Service Road, Twin Lakes Neighborhood and Golf Avenue Bridge, and Roosevelt Estates Neighborhood)	Street improvements including lighting, utilities, traffic signals, widening, minor landscaping, stormwater improvements, milling and resurfacing, conventional bike lanes, and traffic calming funded jointly under a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant.	\$10,170	\$10,170

Operations and Maintenance (pg 158)

LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding (in \$1,000)
RRR_012	G. Bush Blvd (NE 8th) over ICWW Bridge Replacement	Reconstruct existing bascule bridge over ICWW	\$77,000	\$1,400
RRR_002	Palm Beach Lakes at FEC Rail Grade Separation	Rehabilitate existing bridge and roadway between N Sapodilla Ave and Madeira Ct	\$21,500	\$4,500

Local Government Prioritization

Select projects that may be implemented through the Palm Beach County Road Program and/or local Capital Improvement Programs in collaboration with affected local governments. Shown for information and planning consistency purposes.

Programming Tiers -->					FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)			
LTRP#	FM	SJS	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST
PBC001			Countywide Locations	Small intersections and small capacity improvement projects		\$6,859	\$11,847	\$43,645		\$6,859	\$11,847	\$43,645		\$6,859	\$11,847	\$43,645		\$13,717	\$23,693	\$87,290
PBC002			6th Ave S from I-95 to South A St	Widen 4L to 6L						\$600	\$900	\$1,980								
PBC003		2018511	10th Ave from Congress Ave to I-95	Add 3rd WB thru lane						\$3,300	\$4,950	\$10,890								
PBC004			190th St North from 60th St N to northern terminus	New 4L														\$3,000	\$4,500	\$14,914
PBC005	2016501	2016501	45th St from E of Haverhill Rd to W of Military Trl	Widen 4/5L to 6L				\$2,160												
PBC006			45th St at Military Trl	Intersection improvements						\$180	\$5,000	\$1,320								
PBC007			45th St from Village Blvd to I-95	Widen 6L to 8L						\$400	\$600	\$1,320								
PBC008			45th St from I-95 to Congress Ave	Intersection improvements						\$420	\$200	\$2,904								
PBC010			60th St North from 190th St N to M-Canal	New 4L														\$600	\$900	\$2,983
PBC011			60th St North from M-Canal to Seminole Pratt Whitney Rd	Widen 2L to 4L						\$1,100	\$1,650	\$3,630								
PBC012			60th St North from Seminole Pratt Whitney Rd to 140th Ave N	New 4L						\$1,700	\$2,550	\$5,610								
PBC121			60th St North from W of 140th Ave N to Avocado Blvd	Widen 2L to 3L, M Canal relocation		\$500	\$1,200				\$1,110	\$5,082								
PBC013			60th St North from W of 140th Ave N to Avocado Blvd	Widen 3L to 5L														\$375	\$750	\$2,983
PBC014	2017515	2017515	60th St North from Avocado Blvd to E of 120th Ave N	Widen 2L to 3L			\$200	\$7,000												
PBC015			60th St North from Avocado Blvd to SR 7	Widen 3L to 5L														\$1,800	\$2,700	\$8,948
PBC018		2015509	Benoist Farms Rd from SR 80 to Belvedere Rd	Widen 2L to 3L				\$5,200												
PBC019			Boca Rio Rd from Palmetto Park Rd to Glades Rd	Widen from 2/3L to 5L										\$800	\$1,200	\$2,000				
PBC124			Center St from Loxahatchee River Rd to Alt A1A	Widen 2L to 3L		\$720	\$1,080					\$2,376								
PBC021			Central Blvd from Indiantown Rd to Roebuck Rd	Widen 2/3L to 5L with new bridge over C-18														\$1,000	\$1,500	\$4,971
PBC022		2014503	Church St from Limestone Creek Rd to W of Central Blvd	Reconstruct 2L to include a roundabout				\$2,000												
PBC023	2017516	2017516	Clint Moore Rd from W of Lyons Rd to E of Lyons Rd	Widen 4L to 6L				\$2,500												
PBC024		"2018101 2018102"	Clint Moore Rd from Jog Rd to Military Trl	Intersection improvements			\$1,700	\$2,380												
PBC027	2023009903	2018506	Coconut Blvd from S of Temple Blvd to S of Northlake Blvd	Widen 2L to 5L			\$1,500	\$5,100												
PBC029	4330641	2012517	Congress Ave from Northlake Blvd to Alt A1A	New 3L			\$4,000	\$5,000												
PBC030			Coral Ridge Drive from Glades Rd to Burt Aaronson Park Dr	New 2L		\$1,040	\$1,560	\$2,600												
PBC032	20239906	2019502	Donald Ross Rd from Prosperity Farms Rd to Ellison Wilson Rd	Widen 4/5L to 6L		\$550		\$1,900												
PBC033			Donald Ross Rd from Ellison Wilson Rd to US 1	Widen 4L to 6L		\$400	\$600	\$1,000												
WPB001			Fern Street Extension from Australian Ave to East of Tamarind Ave	Construct new 4-lane road with SFRC Rail crossing and closure of 2 ½ existing SFRC rail crossings.						\$1,975	\$7,000	\$21,033								
PBC035			Flavor Pict Rd from SR 7 to Lyons Rd	Widen 2L to 4L										\$600	\$900	\$2,325				
PBC036			Flavor Pict Rd from Lyons Rd to Hagen Ranch Rd	New 4L, including bridge over Florida's Turnpike						\$2,000	\$3,000	\$6,600								
PBC118		2016500	Florida Mango Rd from 10th Ave North to N of Edgewater Dr	Widen 2L to 3L				\$3,300												
PBC119		2015520	Florida Mango Rd from Edgewater Dr to Barbados Rd	Widen 2L to 3L				\$1,900												
PBC117	2017517	2017517	Florida Mango Rd from Barbados Rd to N of Myrica Rd	Widen 2L to 3L				\$3,100												
PBC120		2014511	Florida Mango Rd from Myrica Rd to Summit Blvd	Widen 2L to 3L				\$2,200												
PBC020	4378781	2012504	Forest Hill Blvd at Military Trl	Intersection improvements			\$6,699	\$5,082												

Costs expressed in Year of Expenditure (YOE) dollars
Values in thousands (1,000s)

Programming Tiers -->					FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)			
L RTP#	FM	SIS	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST
PBC122		2018501	Gun Club Rd from E of Jog Rd to W of Haverhill Rd	Widen 2L to 3L			\$100	\$2,340												
PBC040	2020009910	2018021	Happy Hallow Rd from Smith Sundry Rd to Lyons Blvd	New 2L				\$650												
PBC041			Haverhill Rd from Le Chalet Blvd to Hypoluxo Rd	Widen 2L to 3L and construct new 3L																
PBC042			Haverhill Rd at Belvedere Rd	Intersection improvements						\$380	\$200	\$2,772								
PBC043			Haverhill Rd from Okeechobee Blvd to Community Dr	Widen 5L to 6L														\$1,800	\$2,700	\$8,948
PBC044			High Ridge Rd from Gateway Blvd to Miner Rd	Widen 2L to 5L										\$800	\$1,200	\$3,100				
PBC045			Hypoluxo Rd from Lawrence Rd to Congress Ave	Intersection improvements						\$430	\$600	\$2,904								
PBC047			Indiantown Rd from Island Way to Central Blvd	Intersection improvements						\$550	\$3,200	\$4,092								
MUN001			Island Way extension from Jupiter Park of Commerce to Indiantown Rd	New 3L										\$1,230	\$1,845	\$4,766				
PBC049			Jog Rd from Linton Blvd to Atlantic Ave	Intersection improvements																
PBC050			Jog Rd from Melaleuca Ln to Lake Worth Rd	Intersection improvements			\$1,100	\$3,300												
PBC051			Jog Rd from 10th Ave N to Summit Blvd	Intersection improvements						\$770	\$3,000	\$6,600								
PBC053		2022009918	Kirk Rd from N of Forest Hill Blvd to Summit Blvd	Widen 2L to 3/5L			\$100	\$3,200												
PBC123	2023009901		Kirk Rd from Summit Blvd to Gun Club Rd	Widen 2L to 3/5L			\$100	\$3,950												
PBC055			Lantana Rd from High Ridge Rd to Andrew Redding Rd	Widen 5L to 6L										\$1,000	\$1,500	\$3,875				
PBC056	2014506	2014506	Lawrence Rd from S of Ponza Place to Lantana Rd	Widen 2L to 3L				\$2,200												
PBC057			Linton Blvd from Jog Rd to Sims Rd	Widen 4L to 6L						\$600	\$900	\$1,980								
PBC058			Linton Blvd from Sims Rd to Military Trl	Widen 5L to 6L						\$200	\$300	\$660								
PBC059			Linton Blvd from Congress Ave to Old Dixie Hwy	Intersection improvements						\$570	\$4,500	\$2,112								
PBC060			Lyons Rd from SW 18th St to Glades Rd	Widen 4L to 6L						\$1,600	\$2,400	\$5,280								
PBC061			Lyons Rd from Atlantic Ave to Flavor Pict Rd	Widen 2L to 4L		\$500	\$3,320					\$12,606								
PBC062		20239905	Lyons Rd from Flavor Pict Rd to Boynton Beach Blvd	Widen 2L to 4L			\$100	\$8,000												
PBC063			Lyons Rd from N of Lake Worth Rd to Stribling Way	New 2L	\$100													\$400	\$540	\$2,108
PBC065			Military Trl from Linton Blvd to Lake Ida Rd	Intersection improvements						\$400	\$800	\$3,300								
PBC066			Miner Rd from Congress Ave to High Ridge Rd	Widen 2L to 3L						\$400	\$600	\$1,320								
PBC067			Miner Rd from Military Trl to Lawrence Rd	New 3L		\$750	\$500	\$3,800												
PBC069			Northlake Blvd from Seminole Pratt Whitney Rd to 140th Ave N	Widen 4L to 6L										\$1,600	\$2,400	\$6,200				
PBC070		2003503B	Northlake Blvd from Hall Blvd to Coconut Blvd	Widen 2L to 4L				\$8,200												
PBC071			Northlake Blvd from 140th Ave N to Coconut Blvd	Widen 4L to 6L						\$1,400	\$2,100	\$4,620								
PBC072			Northlake Blvd from Coconut Blvd to SR 7 (Const. by Avenir)	Widen 4L to 6L		\$1,200	\$1,800	\$3,000												
PBC073			Northlake Blvd from SR 7 to Beeline Hwy	Widen 4L to 6L						\$600	\$900	\$1,980								
PBC074			Northlake Blvd from I-95 to Congress Ave	Intersection improvements						\$600	\$900	\$1,980								
PBC082	2014500	2014500	Old Dixie Hwy from Yamato Rd to Linton Blvd	Widen 2L to 3L			\$7,000	\$10,000												
PBC083			Old Dixie Hwy from Yamato Rd to Linton Blvd	Widen 3L to 5L														\$10,000	\$15,000	\$49,713
PBC084			Old Dixie Hwy from Park Ave to Northlake Blvd	Widen 3L to 5L										\$600	\$900	\$2,325				
PBC085	20239913		Orange Blvd from Seminole Pratt Whitney Rd to Coconut Blvd	Widen 2L to 3L	\$200					\$1,900	\$2,850	\$6,270								
PBC093			Park Ave West from Congress Ave to Old Dixie Hwy	New 3L		\$600	\$900	\$1,500												
PBC094			Powerline Rd from Broward County Line to Palmetto Park Rd	Widen 4L to 6L										\$1,300	\$1,950	\$5,038				
PBC100	2023009904	2018502	Royal Palm Beach Blvd from N of Persimmon Blvd to N of 60th St	Widen 2L to 5L			\$950					\$10,692								

Programming Tiers ->					FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)			
L RTP#	FM	SIS	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST
PBC101	20239931	2014501	Royal Palm Beach from N of 60th St S of Orange Blvd	Widen 2L to 5L				\$6,000												
PBC102	20239931	2018507	Royal Palm Beach from N of 60th St to Orange Blvd; Orange Blvd from Coconut Blvd to Royal Palm Beach Blvd; Coconut Blvd from Orange Blvd to S of Temple Blvd	Widen 2L to 5L		\$1,000	\$4,400													
PBC104			Seminole Pratt Whitney Rd from SR 80 to Okeechobee Blvd	Widen 4L to 6L										\$1,000	\$1,500					\$4,971
PBC105			Seminole Pratt Whitney Rd from Okeechobee Blvd to Sycamore Dr E	Widen 4L to 6L										\$1,260	\$1,890					\$6,264
PBC106			Seminole Pratt Whitney Rd from Sycamore Dr E to 60th St N	Widen 4L to 6L										\$1,140	\$1,710					\$5,667
PBC107			Seminole Pratt Whitney Rd from 60th St N to Orange Blvd	Widen 4L to 6L										\$840	\$1,260					\$4,176
PBC108			Seminole Pratt Whitney Rd from Orange Blvd to Northlake Blvd	Widen 4L to 6L										\$1,320	\$1,980					\$6,562
PBC109			Seminole Pratt Whitney Rd from Northlake Blvd to 100th Lane North	Widen 2L to 4L																
PBC110			Seminole Pratt Whitney Rd from 100th Lane North to Avenir	New 4L																
PBC111			Seminole Pratt Whitney Rd from Avenir to SR 710/ Beeline Hwy	New 4L										\$6,000	\$9,000	\$23,250				
PBC112			Sims Rd from Linton Blvd to Atlantic Ave	New 3L																
PBC113			Summit Blvd from E of Florida Mango to W of I-95	Widen 4L to 5L																
WPB002			West Palm Beach on the Rise	Neighborhood Improvements in various locations under RAISE grant.								\$10,170								
PBC116			Yamato Rd from W of Lyons Rd to W of Turnpike	Widen 4L to 6L				\$3,940												
County Total					\$300	\$14,119	\$50,756	\$156,147		\$27,349	\$61,957	\$172,609		\$27,349	\$42,582	\$100,399		\$32,692	\$52,283	\$210,497
WPB Total										\$1,975	\$7,000	\$21,033								

Costs expressed in Year of Expenditure (YOE) dollars
Values in thousands (1,000s)

- PD&E Project Development & Environmental - Determines the location and conceptual design of feasible build alternatives for improvements and their social, economic and environmental effects.
- PE Preliminary Engineering
- ROW Right-of-Way - Acquisition of necessary right-of-way (property), based on the construction plans
- CST Construction - the project is awarded and is being built.

Legend

Amendment

Operations and Maintenance


Projects to maintain the operations and maintenance of transportation facilities on the federal aid network. Projects are typically shown as a lump set-aside amounts with only projects with larger estimated construction costs shown as specific line items.

Programming Tiers ->				FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)			
L RTP#	FM	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST
RRR_FDOT		Florida Department of Transportation Operations & Maintenance	Set-aside to advance State Highway System operations and maintenance, resurfacing and bridge replacements				\$661,200				\$1,025,065				\$154,191				\$1,551,200
RRR_PBC		Palm Beach County Operations & Maintenance	Set-aside to advance resurfacing, bridge, and operations & maintenance of county owned facilities				\$225,304				\$372,281				\$273,029				\$576,000
RRR_001	4284002	US-1/SR-5 Federal Highway from CR-A1A to Beach Road [93005]	Bridge Replacement	\$2,190	\$15	\$176	\$148,315												
RRR_002	2017R912	Palm Beach Lakes Blvd over FEC Railroad [937709]	Bridge Rehabilitation				-		\$1,500		\$20,000								
RRR_003	20269901	Summit Blvd over C-51 [934201]	Bridge Replacement		\$2,000						\$10,560								
RRR_004		Jog Rd over C-51 Canal [934273]	Bridge Replacement						\$966	\$193					\$14,971				
RRR_005		E Indiantown Rd over ICWW [930453], [930454]	Bridge Replacement						\$19,289	\$3,858					\$298,978				
RRR_006		Lake Ave over Lake Worth ICWW [930104], [930318]	Bridge Replacement						\$14,771	\$2,954	\$194,972								
RRR_007		US-1 over ICWW (Parker Bridge) [930004]	Bridge Replacement						\$7,980	\$1,596					\$123,695				
RRR_008		S Ocean Blvd over Boca Raton Inlet [930060]	Bridge Replacement										\$5,271	\$1,054	\$81,699				
RRR_009		Southern Blvd over LWDD L-2 Canal [930053]	Bridge Replacement						\$2,596	\$519					\$40,245				
RRR_010		10th Ave North over I-95 [930260]	Bridge Replacement						\$1,085	\$217					\$16,823				
RRR_011		PGA Blvd over Florida Turnpike [930265]	Bridge Replacement						\$837	\$167					\$12,972				
RRR_012		G. Bush Blvd. (NE 8th) over ICWW Bridge Replacement	Reconstruct existing bascule bridge over ICWW					\$2,000	\$5,000		\$70,000								
County Total				\$2,190	\$2,015	\$176	\$990,819		\$47,524	\$9,505	\$1,602,878		\$5,271	\$1,054	\$1,016,604				\$2,127,200
Costs expressed in Year of Expenditure (YOE) dollars Values in thousands (1,000s)																			

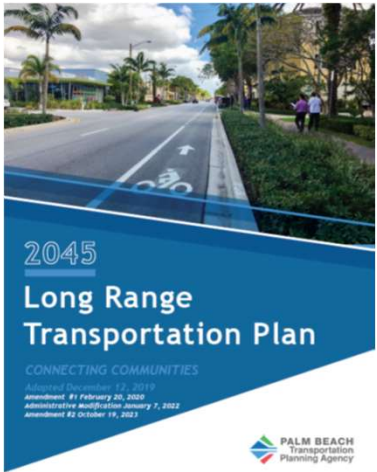
Legend

Amendment





2045 LRTP Amendment #3



The image shows the front cover of the "2045 Long Range Transportation Plan". It features a photograph of a modern, tree-lined road with a bicycle lane. The text on the cover includes "2045 Long Range Transportation Plan", "CONNECTING COMMUNITIES", and a list of amendments and their effective dates. The Palm Beach Transportation Planning Agency logo is at the bottom right.

- The Long Range Transportation Plan (LRTP) is our 25-Year Vision for Regional Transportation Investments
- Updated every 5-years
- Amendments or Modifications are Made Periodically
 - Amendment #2 (October 19, 2023) for TIP/STIP Consistency
 - Amendment #3 (Proposed) to Incorporate Local Projects

Purpose of Amendment #3

2024 NOFO: RAISE Grant Program

Federal Transportation Requirements Affecting State and Local Planning

"Applicants should demonstrate that a project that is required to be **included in the relevant State, metropolitan, and local planning documents** has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document."

LRTP "Local Prioritization"

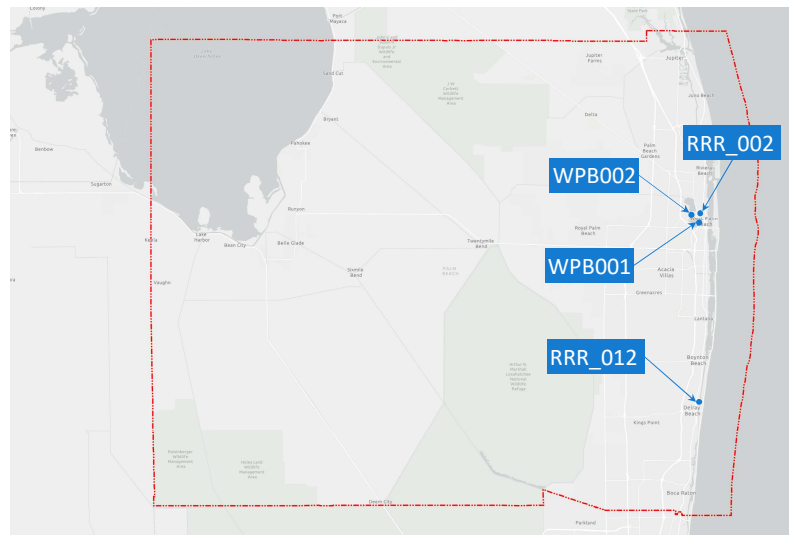
- Current Projects that will be delivered using Local Funds
- State or Federal funding is not currently attributed (2045 LRTP Cost Feasible Plan)



A Local Project from the County's
5-year Road Program

Project Locations

L RTP #	Location
WPB001	Fern Street Extension from Australian Ave to East of Tamarind Ave
WPB002	West Palm Beach on the Rise
RRR_012	G. Bush Blvd (NE 8th) over ICWW Bridge Replacement
RRR_002	Palm Beach Lakes at FEC Rail Grade Separation



The Goal

Discretionary funding that will **transform** our region begins with project identification in the LRTP





The Boca Raton Tribune
Your Closest Neighbor

Fri, Sep 25th, 2020

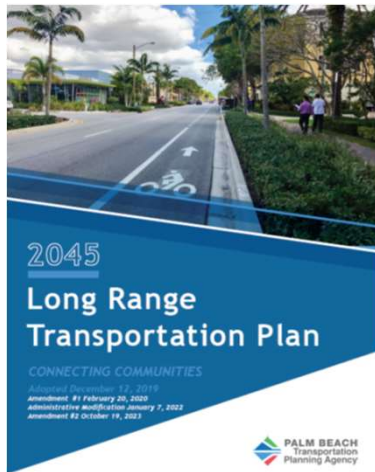
Boca Raton Receives \$16.4 Million for Brightline Train Station Project

The City of Boca Raton was recently awarded a \$16,350,000 grant from the US Department of Transportation (DOT). The Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant funds will be used for the construction of the Brightline Train Station and corresponding parking garage, which was approved to be built on the east side of Boca Raton's Downtown Library.

 Proposed Amendments				
Local Government Prioritization (pgs 155-157)				
LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding
WPB001	Fern Street Extension from Australian Ave to East of Tamarind Ave	Construct new 4-lane road with SFRC Rail crossing and closure of 2 ½ existing SFRC rail crossings.	\$41,384	\$3,800
WPB002	West Palm Beach on the Rise (Carver Neighborhood, Palm Beach Lakes Service Road, Twin Lakes Neighborhood and Golf Avenue Bridge, and Roosevelt Estates Neighborhood)	Street improvements including lighting, utilities, traffic signals, widening, minor landscaping, stormwater improvements, milling and resurfacing, conventional bike lanes, and traffic calming funded jointly under a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant.	\$10,170	\$10,170

 Proposed Amendments				
Operations and Maintenance (pg 158)				
LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding (in \$1,000)
RRR_012	G. Bush Blvd (NE 8th) over ICWW Bridge Replacement	Reconstruct existing bascule bridge over ICWW	\$77,000	\$1,400
RRR_002	Palm Beach Lakes at FEC Rail Grade Separation	Rehabilitate existing bridge and roadway between N Sapodilla Ave and Madeira Ct	\$21,500	\$4,500

Next Steps



February 1 – March 20:

Public Notice posted on the LRTP webpage for review and comment

palmbeachtpa.org/lrtp/

February Committees & Board:

First Review (Completed)

March Committees & March 21st Board:

Present Amendment #3 for recommendation of approval, and adoption.

Motion to Approve 2045 LRTP Amendment #3

TPA RESOLUTION 2024-XX

A RESOLUTION OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AMENDMENT 2 TO THE FISCAL YEAR (FY) 2024-2028 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, both 23 U.S.C. §134(j) and 23 CFR §450.326 mandate that the TPA develop and update a TIP at least every 4 years that reflects the investment priorities of the TPA's adopted Long Range Transportation Plan and covers a period of no less than 4 years; and

WHEREAS, the TPA's FY 24-28 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

WHEREAS, the TIP identifies projects for maintaining and improving the transportation system funded by federal, state and local sources in order to assist local governments with their transportation planning efforts; and

WHEREAS, the Florida Department of Transportation (FDOT) has requested approval of an Amendment to US 1 from 59th St to Northlake Blvd (FM# 4383862), as shown in Exhibit A attached, to increase funding by \$2,241,523 in the FY 2025 Construction phase due to additional bridge repair work.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. The TPA Governing Board hereby approves Amendment 2 to the FY 24-28 Transportation Improvement Program, attached hereto as "Exhibit A" and by this reference incorporated herein, and authorizes its Executive Director to execute any and all corresponding documents to memorialize this approval. This amendment does not affect or re-adopt any other provision of the TIP.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21st day of March 2024.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea Reed, as its Chair

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



PALM BEACH
Transportation
Planning Agency

TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2028

Adopted June 15, 2023

Amendment #2: Project # 4383862

Scheduled for Adoption: March 21, 2024

Phase	Fund Source	2024	2025	2026	2027	2028	Total
Existing TIP							
US-1 FROM 59TH ST TO NORTHLAKE BLVD - Proj# 4383862					Length: 3.065 MI	*Non-SIS*	
Type of Work: BIKE LANE/SIDEWALK					Lead Agency: FDOT		
					L RTP#: TPA-SRM		
Description: Reconstruct as 4 lanes, add bike lanes and medians; move barrier wall on bridge to protect bike lanes; install mast arm signal at 20th, add street lights/ped-scale lights where feasible							
CST	CARU	0	2,776,469	0	0	0	2,776,469
CST	DIH	0	61,831	0	0	0	61,831
CST	DDR	0	4,464,077	0	0	0	4,464,077
Total		0	7,302,377	0	0	0	7,302,377
Prior Years Cost		2,171,020	Future Years Cost		Total Project Cost		9,473,397

Proposed TIP

US-1 FROM 59TH ST TO NORTHLAKE BLVD - Proj# 4383862					Length: 3.042 MI		*Non-SIS*	
Type of Work: BIKE LANE/SIDEWALK					Lead Agency: FDOT			
					LRTP#: TPA-SRM			
Description: Reconstruct as 4 lanes, add bike lanes and medians; move barrier wall on bridge to protect bike lanes; install mast arm signal at 20th, add street lights/ped-scale lights where feasible								
CST	CARU	0	2,700,366	0	0	0	2,700,366	
CST	DIH	0	60,136	0	0	0	60,136	
CST	DDR	0	6,783,398	0	0	0	6,783,398	
Total		0	9,543,900	0	0	0	9,543,900	
Prior Years Cost		2,171,020	Future Years Cost		Total Project Cost		11,714,920	



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

February 27, 2024

Valerie Neilson
Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

**SUBJECT: Palm Beach Transportation Planning Agency
TIP Amendment Request FY 2023/24 – 2027/28
438386-2 SR-5/US-1 FROM 59TH ST. TO SR-850/NORTHLAKE BLVD**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2023/24 – 2027/28 Transportation Improvement Program. This amendment is required because new projects have been added to the work program and needs to be reflected in the TIP.

The project construction cost increased due to the bridge repair work, two Local Funds Agreements and two Utility Work by Highway Contractor agreements that includes the following items;

Bridge Repair

- Address superstructure deficiencies:
 - 1) Beam cracks.
 - 2) Beam spalls.
 - 3) Deck spalls.
 - 4) Deck cracking.
- Replace Bridge Joints.
- Class 5 Finish Coating.

Local Funds Agreement and Utility Work by Highway Contractors

In addition, an LFA is being drafted and prepared for execution with the City of Riviera Beach and the Town of Lake Park for the installation of patterned pavement crosswalks and decorative lighting and a UWHC has been executed with the City of Riviera Beach and the City of West Palm Beach for required utility adjustments.

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. A State Transportation Improvement Program (STIP) amendment is not required. The TIP amendment is as follows:

EXISTING	FM#	Project Title		Type of Work		Project Length
	438386-2	SR-5/US-1 FROM 59TH ST. TO SR-850/NORTHLAKE BLVD		RECONSTRUCT AS 4 LANES, ADD BIKE LANES AND MEDIANS, MOVE BARRIER WALL ON BRIDGE TO PROTECT BIKE LANES; INSTALL MAST ARM SIGNAL AT 20 TH , ADD STREET LIGHTS/PED-SCALE LIGHTS WHERE FEASIBLE		3.065 MI
	Phase	Fund	FY 2024	FY 2025	FY 2026	FY 2027
	CST	CARU	0	2,776,469	0	0
	CST	DIH	0	61,831	0	0
	CST	DDR	0	4,464,077	0	0
	TOTAL		0	7,302,377	0	0

PROPOSED	FM#	Project Title		Type of Work		Project Length
	438386-2	SR-5/US-1 FROM 59TH ST. TO SR-850/NORTHLAKE BLVD		RECONSTRUCT AS 4 LANES, ADD BIKE LANES AND MEDIANS, MOVE BARRIER WALL ON BRIDGE TO PROTECT BIKE LANES; INSTALL MAST ARM SIGNAL AT 20 TH , ADD STREET LIGHTS/PED-SCALE LIGHTS WHERE FEASIBLE		3.042 MI
	Phase	Fund	FY 2024	FY 2025	FY 2026	FY 2027
	CST	CARU	0	2,700,366	0	0
	CST	DIH	0	60,136	0	0
	CST	DDR	0	6,783,398	0	0
	TOTAL		0	9,543,900	0	0

If you have any questions or need additional information, please contact Marsha Taylor-Long at (954) 777-4401.

Sincerely,

DocuSigned by:

 C4960F17BB38437...
 Marsha Taylor-Long
 Planning Specialist
 District Four

The above TIP amendment was authorized to be included in the FY 2023/24-2027/28 Transportation Improvement Program.

 MPO Chairman or Designee

 Date

 Signature

Funding sources in the project amendment

Funding Code	Description	Source
CARU	Carbon Reduction Program - Urban Areas	Federal
DDR	District Dedicated Revenue	State
DIH	State In-House Product Support	State



FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR

SR 80 Corridor Lighting

FROM: SR-15 TO CR-880 in Palm Beach County

FINANCIAL PROJECT ID: 441756-1-56-01

BACKGROUND:

The Palm Beach TPA prioritized street lighting along an approximately 18-mile rural stretch of SR 80 from SR-15 to CR-880. The Department has initiated the design phase for this project and has been able to advance the project design and construction. SR-80 is a 4-lane divided rural highway with C2 Context Classification (Rural Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands) and Access Management Class 3-Restrictive. Design Speed is 70 MPH (posted speed of 65 MPH except for western areas, 45 and 55 MPH). It borders the Cities of Belle Glade and Loxahatchee. There are two existing bridges in the project corridor: Bridges 0354 and 0355 between MP's 13.544 and 13.603 over WPB Canal (SFWMD C-51 Canal). There is also one R/R Crossing inside the project corridor belonging to US Sugar Corp R/R DOT# 853357V MP 3.443.

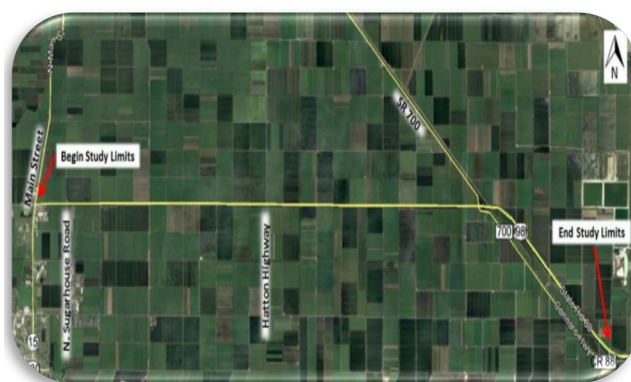
PROJECT PURPOSE:

The purpose of this project is to increase safety by providing a new roadway lighting system installed on new Florida Power & Light (FPL) poles along SR 80 from SR 15 to CR 880.

PROJECT IMPROVEMENTS:

Improvements include lighting design meeting FDOT arterial lighting criteria with lighting fixtures from the FPL catalog. The project is being coordinated closely with FPL. FPL will be responsible for the construction of this project and will be responsible for the maintenance of the corridor lighting through an agreement with PBC.

PROJECT LOCATION:



PROJECT CONTACT INFORMATION:

Omid Fallahinejad, P.E., FDOT Project Manager

Florida Department of Transportation, District Four

3400 West Commercial Boulevard

Fort Lauderdale, Florida 33309

Phone: (954) 777-4558 or

Toll Free: (866) 336-8435, Ext. 4558

E-mail: omid.fallahinejad@dot.state.fl.us

SCHEDULE:

- Design was completed on 2/2023 by FDOT.
- FPL is currently handling their permits.
- Construction Begins: Spring of 2024
- Construction Completion: 2025
- Construction duration: 450-days
- FPL stated that this project will be constructed in five phases. Per the preliminary plans phase 1 will start from the western limit of the project.
(Note: Exact phasing and construction schedule is subject to contract bidding and site conditions)
- Coordination between FDOT and FPL is ongoing.
- Construction Cost Estimate: \$15,000,000
(Note: This is latest estimate from FPL)



FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR

SR 80 Corridor Guardrail

FROM: SR-15 TO CR-880 in Palm Beach County

FINANCIAL PROJECT ID: 453558-1-52-01

PROJECT PURPOSE:

Install new and reset existing guardrail to provide shielding for shared use poles not meeting lateral offset (clear zone) requirements for light poles being installed by FP&L under FPID 441756-1.

PROJECT SCHEDULE:

Project Design is scheduled to begin: 11/2024

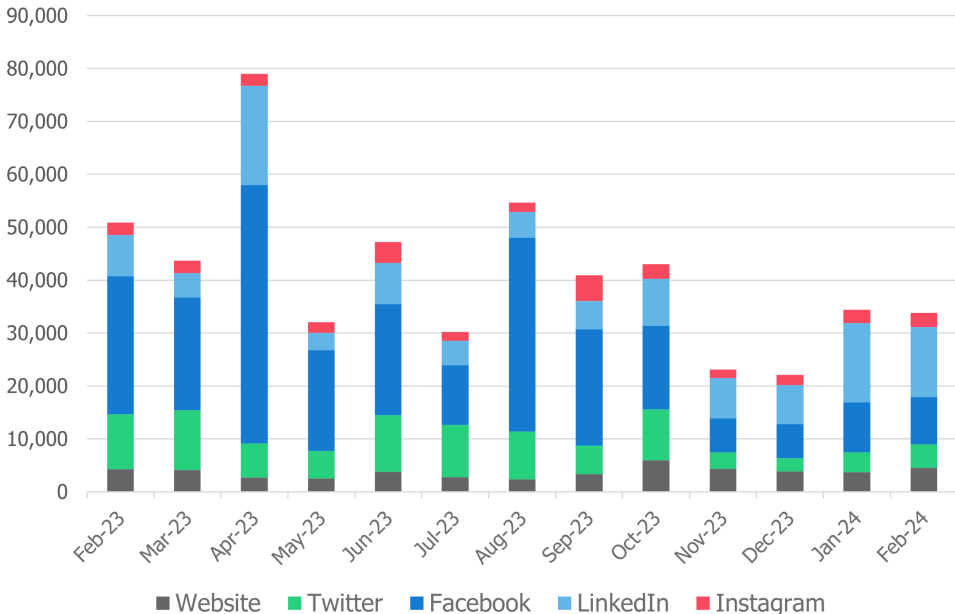
Project Production date: 7/2026

Public Involvement Activity Report

February 2024

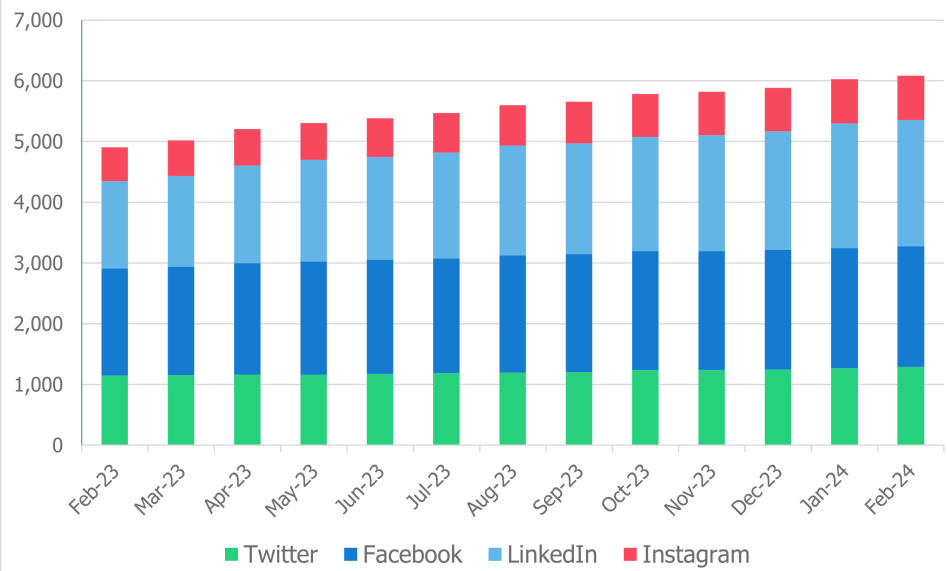
FY 23-24 UPWP Task 1.D Solicit Public Input via Social Media

Social Media Impressions



■ Website ■ Twitter ■ Facebook ■ LinkedIn ■ Instagram

Social Media Followers




■ Twitter ■ Facebook ■ LinkedIn ■ Instagram

FY 24 Strategic Plan Goal 1.B: Increase Social Media Engagement
Goal: 125,000 users reached
Current: 217,961 users reached


Total February Media Coverage

Audience: Represents the number of people who likely viewed a story.

Publicity Value: Represents the cost to advertise during that specific time, program and/or platform multiplied by the number of people who viewed the story.

 **Total Radio Audience**
530,496

Total Publicity Value
USD \$1,622

 **Total Online News Audience**
13,042

Total Online News Publicity
USD \$113


[View this month's media report](#)

WLRN: Palm Beach County Infrastructure Surtax Discussion

Government & Politics

Palm Beach County's penny tax is set to lapse - but a new surtax may be coming

WLRN 91.3 FM | By Wilkine Brutus
Published February 28, 2024 at 1:57 PM EST

 LISTEN • 1:29



Tri-Rail, the commuter train service, links to Miami, Fort Lauderdale and West Palm Beach in Florida.

The Palm Beach County Board of County Commissioners met with the Palm Beach County League of Cities to discuss future plans for the county's infrastructure surtax. Listen by clicking on the image above.

Project Scheduling Report – March 2024

Phases occurring within the next 90 days

Palm Beach TPA & FDOT District 4

The purpose of this report is to ensure stakeholders are aware of upcoming activities for each project to allow for increased input. The TPA has consolidated the FDOT report to focus on TPA priorities and scheduling activities that are occurring within the next 90 days. The full list of scheduling activities is described below.

Scheduled Activity	Description
Multimodal Scoping Checklist (MMSC)	FDOT's Office of Modal Development (OMD) notifies impacted agencies to enter comments about the project scope. The local agency can confirm or discuss context class, minor comments about multimodal features.
Resolution from Agency (for Off-System Projects Only)	If an off-system project is administered by FDOT, the local agency's governing board must pass a resolution endorsing FDOT's delivery of the project.
Review of Scope with Agency	Meet with local agency to review and confirm scope prior to FDOT advertising for consultant acquisition.
Execution Date (Design)	FDOT Design starts.
Project Kickoff Meeting	FDOT Design Team coordinates with local agency. Contact the FDOT project manager for date/time/location of the meeting.
Initial Field Review	Field Review meeting. Typically occurs at the project site.
Initial Engineering	30% plans to reviewers. Stakeholders provide review and feedback on the approved Typical Section.
Public Information Workshop	Tentative date to conduct a public information workshop. Date may differ than final workshop date.
Constructability Plans	60% plans to reviewers. At this time most of the Design is complete, no scope discussion, review focuses on items to be constructed, their construction impacts, and materials to be used.
Plans Specification and Estimates (PSE) Meeting	FDOT PM arranges field review with all reviewers to evaluate the final engineering plans with respect to actual field conditions.
Biddability Plans to Reviewers	90% plans. At this time, Design is complete. Verifying quantities and pay items.
Production	100% plans. Plans are complete.
Local Agency Program (LAP) Commitment	Agency and FDOT commits the project funds and budget to the Legislature and the Governor's office.
Letting	Bids are opened and the apparent low bid contract is determined. Construction typically begins 4 to 6 months after letting.
Construction Notice to Proceed (NTP)	Construction starts. Construction dates for FDOT administered projects can be found through the FDOT Operations Center.

For more information on a project, please contact the FDOT District 4 office at 954.486.1400 and ask to be transferred to the FDOT Project Manager for the specific project. For the FDOT copy of the report with the full project schedule, contact Claudette DeLosSantos at Claudette.DeLosSantos@dot.state.fl.us or 954.777.4208.

Please note, the dates shown in this report are a snapshot and dates can change frequently. Updated reports are requested monthly from FDOT.

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
SIS Capacity					
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Public Information Workshop	3/19/2024
4132571	I-95 AT HYPOLUXO RD	INTERCHANGE - ADD LANES	FDOT	Constructability Plans	4/1/2024
4127331	I-95 AT 10TH AVE N	INTERCHANGE - ADD LANES	FDOT	Constructability Plans	4/5/2024
4132601	I-95 AT PALM BEACH LAKES BLVD	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Initial Engineering	4/24/2024
2319321	I-95 AT GATEWAY BLVD	INTERCHANGE - ADD LANES	FDOT	Public Information Workshop	5/20/2024
4512241	SR-80 AT JOG RD	ADD LEFT TURN LANE(S)	FDOT	Initial Field Review	5/22/2024
State Road Modifications					
4383866	US-1/BROADWAY AVE FROM 25TH ST TO 42ND ST	TRAFFIC OPS IMPROVEMENT	FDOT	Agency Scope Review	4/3/2024
4405754	ATLANTIC AVE/SR-806 FROM FLORIDA'S TURNPIKE TO CUMBERLAND DR	ADD LANES & RECONSTRUCT	FDOT	Initial Engineering	4/11/2024
4405755	ATLANTIC AVE/SR-806 FROM CUMBERLAND DR TO JOG RD	ADD LANES & RECONSTRUCT	FDOT	Initial Engineering	4/11/2024
4383866	US-1/BROADWAY AVE FROM 25TH ST TO 42ND ST	TRAFFIC OPS IMPROVEMENT	FDOT	Execution Date (Design)	5/3/2024
4515792	TRAFFIC SIGNAL MAST ARM REPLACEMENTS - PALM BEACH COUNTY	TRAFFIC SIGNALS	FDOT	Initial Field Review	5/20/2024
2296584	ATLANTIC AVE/SR-806 FROM WEST OF SR-7/US-441 TO EAST OF LYONS RD	ADD LANES & RECONSTRUCT	FDOT	Letting	5/22/2024
4405752	ATLANTIC AVE/SR-806 FROM EAST OF LYONS RD TO TURNPIKE	ADD LANES & RECONSTRUCT	FDOT	Letting	5/22/2024
Local Initiatives Program					
4483061	C-2 CANAL FROM GREENVIEW SHORES BLVD TO BENT CREEK RD	BIKE PATH/TRAIL	WELLINGTON	Kickoff Meeting	3/22/2024
4498471	PROSPERITY FARMS FR 800 FT N OF LAKE BLVD TO DONALD ROSS RD	BIKE LANE/SIDEWALK	FDOT	Kickoff Meeting	3/22/2024
Transportation Alternatives Program					
4507871	INDIAN TRAIL IMPROVEMENT DISTRICT - HAMLIN BLVD, GRAPEVIEW BLVD, CITRUS GROVE BLVD	SIDEWALK	ITID	Kickoff Meeting	3/22/2024
4490021	GRAPEVIEW BLVD & KEY LIME BLVD	SIDEWALK	ITID	Production	4/1/2024
4508621	49TH STREET FROM GREENWOOD AVE TO NORTH FLAGLER DR	SIDEWALK	WEST PALM BEACH	Kickoff Meeting	4/25/2024
4507841	SW 18TH STREET FROM MILITARY TRAIL TO ADDISON AVE	RAILROAD CROSSING	BOCA RATON	Kickoff Meeting	5/23/2024
Other FDOT & Local Projects					
4515981	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Kickoff Meeting	3/20/2024
4484391	BEELINE HWY/SR-710 FROM W OF PARK COMMERCE BLVD TO E OF AVIATION BLVD	RESURFACING	FDOT	Execution Date (Design)	3/29/2024
4492791	OKEECHOBEE BLVD/SR-704 FROM RIVERWALK BLVD TO N JOG ROAD	LIGHTING	FDOT	Initial Field Review	4/8/2024
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HWY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Construction Notice to Proceed (NTP)	4/23/2024
4495201	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Construction Notice to Proceed (NTP)	4/26/2024

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	Public Information Workshop	4/29/2024
4475491	SR-882/FOREST HILL BOULEVARD FROM OLIVE TREE BOULEVARD TO JOG ROAD	LIGHTING	FDOT	Public Information Workshop	4/30/2024
4475531	US-1/DIXIE HWY FROM NORTH OF LUCERNE AVE TO WPB CANAL	LIGHTING	FDOT	Public Information Workshop	5/3/2024
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	PSE Meeting	5/6/2024
4492551	I-95 AT DONALD ROSS RD	LANDSCAPING	FDOT	Production	5/6/2024
4475491	SR-882/FOREST HILL BOULEVARD FROM OLIVE TREE BOULEVARD TO JOG ROAD	LIGHTING	FDOT	PSE Meeting	5/7/2024
4475531	US-1/DIXIE HWY FROM NORTH OF LUCERNE AVE TO WPB CANAL	LIGHTING	FDOT	PSE Meeting	5/10/2024
4470011	INTERSECTION LIGHTING RETROFIT IMPROVEMENT	LIGHTING	FDOT	Construction Notice to Proceed (NTP)	5/23/2024
4502131	I-95 AT ATLANTIC AVE/SR-806	LANDSCAPING	FDOT	Construction Notice to Proceed (NTP)	5/30/2024
4458821	SR-7/US-441 AT LAKE WORTH RD	ADD RIGHT TURN LANE(S)	FDOT	Production	6/3/2024
4481361	FDOT/SFWMD US 27 EVERGLADES AGRIC AREA(EAA) RESERV IN-OUTFLOW CANALBR	NEW BRIDGE - NO ADDED CAPACITY	FDOT	PSE Meeting	6/4/2024
4475491	SR-882/FOREST HILL BOULEVARD FROM OLIVE TREE BOULEVARD TO JOG ROAD	LIGHTING	FDOT	Biddability	6/7/2024
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	Biddability	6/7/2024
4475531	US-1/DIXIE HWY FROM NORTH OF LUCERNE AVE TO WPB CANAL	LIGHTING	FDOT	Biddability	6/7/2024

Major Maintenance

4463731	SR-882/FOREST HILL BLVD FR E OF LAKE CLARKE DRIVE TO US-1/DIXIE HWY	RESURFACING	FDOT	Initial Field Review	3/19/2024
4484151	US-1/SR-5 FROM BELVEDERE RD TO SR-704/LAKEVIEW AVE	RESURFACING	FDOT	Initial Engineering	3/26/2024
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Production	4/1/2024
4476611	SR A1A FROM SE 31ST TO SOUTH OF GRAND CT	RESURFACING	FDOT	Production	4/1/2024
4476631	A1A FROM SOUTH OF LAKE AVE TO N OF IBIS WAY	RESURFACING	FDOT	Production	4/1/2024
4476651	BOYNTON BEACH BLVD/SR-804 FROM SR-7/US-441 TO LYONS RD	RESURFACING	FDOT	Production	4/1/2024
4484381	SR-7/US-441 FROM SOUTH OF BOYNTON BEACH RD/SR-804 TO SOUTH OF LAKE WORTH RD/SR-802	RESURFACING	FDOT	Execution Date (Design)	4/5/2024
4484361	LAKE WORTH RD/SR-802 FROM W OF CYPRESS EDGE DR TO W OF CYPRESS ISLES WAY	RESURFACING	FDOT	Initial Engineering	4/16/2024
4463741	SR-700/CONNERS HWY FROM NORTH OF 1ST ST TO WEST OF SR-80	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	4/19/2024
4484351	SR-811 FROM SOUTH OF RCA BLVD TO NORTH OF DONALD ROSS RD	RESURFACING	FDOT	Constructability Plans	4/29/2024
4461751	SR-A1A FROM N OF EMERALDA BCH WAY TO SOUTH OF SR-704/ROYAL PALM WAY	RESURFACING	FDOT	Production	5/6/2024
4461761	SR-A1A FROM S OF JOHN D MACARTHUR ENTRANCE TO PORTAGE LANDING NORTH	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	5/7/2024
4476601	SR-5/FEDERAL HWY FROM 6TH AVE N TO ARLINGTON RD	RESURFACING	FDOT	Production	6/3/2024
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Production	6/3/2024
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	Production	6/3/2024
4498341	E CANAL STREET/SR-717 FROM SR-80 TO SE AVE E	RESURFACING	FDOT	Kickoff Meeting	6/6/2024