

PROFESSIONAL SERVICES AGREEMENT
(ENTERPRISE RESOURCE PLANNING (ERP) IMPLEMENTATION ADVISORY SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and Government Finance Officers Association, a foreign not for-profit corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City is in need of a consultant to provide enterprise resource planning implementation advisory services as part of the City's ERP system replacement project with Central Square; and

WHEREAS, the CITY's procurement code, section 2-112 (a) and the City's Procurement Policy, Procurement Process (b) (6) authorize the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

WHEREAS, the City's procurement code, section 2-112 (e)(1), similarly authorizes a single source procurement without competition if the single source is the only practicable source or in the best interest of the City; and

WHEREAS, the Consultant has provided the City with a written proposal to provide the necessary services, which is attached herein as an Exhibit "A"; and

WHEREAS, Consultant further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the City finds this Agreement meets the requirements for procurement set forth above and serves a valid public purpose;

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal (dated May 7, 2025) which is attached hereto as Exhibit "A" and incorporated herein, the Consultant shall provide enterprise resource planning implementation advisory services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the term necessary to complete as set forth in the Consultants proposal (Exhibit "A".) unless terminated as stated herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project approach defined in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or

appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the pricing set forth in Exhibit "A"; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed One Hundred and Sixty-Two Thousand Five Hundred Dollars (\$162,500).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

b. Invoices. Consultant shall render invoices to the City for services that have been rendered in conformity with this Agreement, Consultants proposal and Scope of services defined in the Exhibit "A". The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will be reviewed for approval and if an invoice is not approved, the City will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the City shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the City's receipt of Consultant's invoice.

c. Compliance. All invoices and payments under this Agreement shall be in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq, Florida Statutes.

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, the limitations of which the parties hereto agree shall apply whether the claim or cause of action is brought in tort or in contract.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement.

All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Cyber and Privacy Liability Insurance	\$1,000,000 per occurrence
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

Except for Professional Liability and Workers' Compensation, all policies shall name the City as an additional insured. All policies shall include a waiver of subrogation and contribute as primary and non-contributory. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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. Each party shall be responsible for its own attorney's fees and costs related to any dispute arising out of or related to this Agreement.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager c/o Finance Director
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to Consultant, shall be sent to:

Governmental Finance Officers Associate
Attn: Michael J. Mucha
203 N. LaSalle St, Suite 2700
Chicago, IL 60601

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: 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.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and **Exhibit "A"**. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and **Exhibit "A"**, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by Consultant in **Exhibit "A"** to the City shall become the property of the City. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Agreement and following completion of this Agreement if Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving

Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: SCRUTINIZED COMPANIES.

(a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subconsultants, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Consultant, or any of its subconsultants are found to have submitted a false certification; or if Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

(e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

SECTION 38: SECTION 787.06 COMPLIANCE. The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Enterprise Resource Planning Implementation Advisory Services) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: Government Finance Officers Association

By: _____
Authorized Representative

[Corporate Seal]

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 22 day of July 2025, by Michael J. Mucha as the Deputy Director [title] of **Government Finance Officers Association**, a corporation authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Government Finance Officers Association** to the same.

Notary Public Signature

Notary Seal:



EXHIBIT "A"
(Consultant's proposal – 11 pages)



Government Finance Officers Association

Research and Consulting Center

Prepared for:



City of Lake Worth Beach, FL

**Enterprise Resource Planning (ERP)
Implementation Advisory Services
May 7, 2025**



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 fax: 312.977.4806

May 7, 2025

City of Lake Worth Beach
Attn: Monica McNaughton
7 North Dixie Highway
Lake Worth Beach FL, 33460

EMAIL: mmcnaughton@lakeworthbeachfl.gov

Dear Monica,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Lake Worth Beach ("the City") to provide enterprise resource planning (ERP) implementation advisory services as part of the City's financial system replacement project with Central Square. We understand the great opportunity that an ERP system replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the organization. We also understand that these projects can be difficult for local governments and put significant levels of stress on staff. With these services we aim to join the City's team as a strategic advisor, subject matter expert, and supplemental project manager to work alongside the City in the best interest of the organization going forward.

Over 600 governments have found value in our experience, expertise, and detailed approach to ERP projects. As a service provided to members, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700
Fax: 312-977-4806

Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org



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Section I – GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 26,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.



GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges.

Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process. In addition to our consulting projects, we frequently teach our approach as part of GFOA's training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.

GFOA's strategic mission is to improve state and local government financial management

GFOA is not affiliated with any software vendor or firm aligned with any software vendor does not implement software. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has undergone significant change in recent years and governments are increasingly





more reliant on technology to implement financial management best practices. In addition, because of the growth in “cloud” and the importance of these systems on the overall administration of local government, these technologies continues to evolve. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA’s annual conference, and staff best practice committees.

- **Industry Standard Publications:** GFOA staff prepare the industry’s leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The “Blue Book”) is published by GFOA and GFOA consultants and clients have ready access to GFOA’s technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.
- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA’s bi-monthly publication, The Government Finance Review, along with other leading journals, books, and white papers. Recent issues had articles written about GFOA’s experience with ERP projects. Articles for each issue are available at www.gfoa.org/gfr
- **Other Research and Publications:** GFOA conducts ongoing research with its member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.
 - ***Technologies for Government Transformation: ERP Systems and Beyond***





- ***IT Budgeting and Decision Making:
Maximizing Your Government's Technology
Investments***
 - **Financial Foundations for Thriving Communities**
- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.



Section II – GFOA Approach

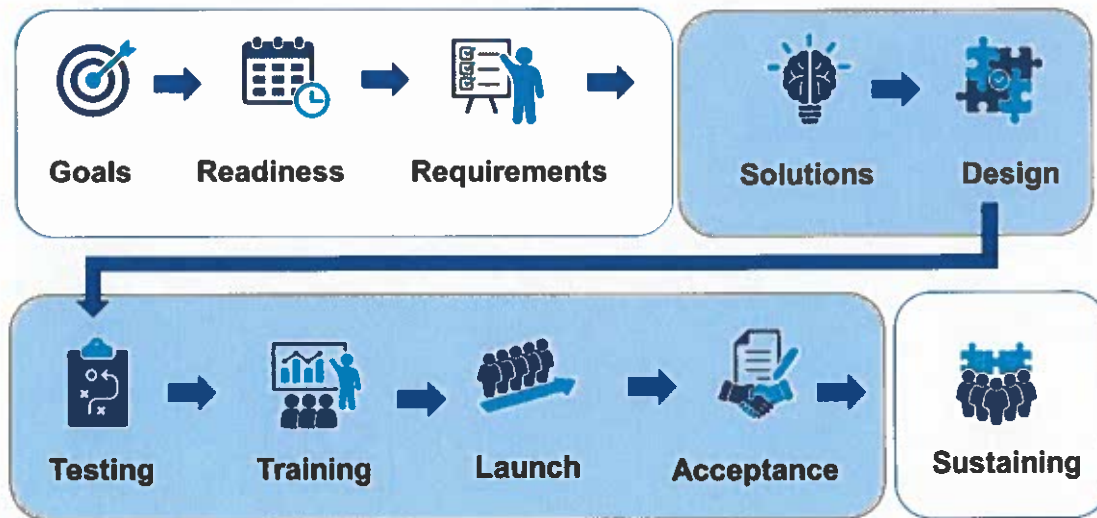
Whether organizations approach ERP system implementation with a strong business case to improve operations or necessity to move away from existing legacy technologies, modern ERP systems offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization.

With improvements in technology and market trends favoring “cloud technologies,” this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. GFOA’s role with the City will be to assist and provide leadership for ERP decision making to ensure that the City is put in the best position to be successful.

In an ideal situation, key decisions related to policy and business process are made prior to the beginning of the software implementation. With the overall vision and plan in place, staff can then focus on execution of that plan and configuration of the City’s new tool. GFOA can provide expertise to help shape the future direction of administrative functions for the City using a mixture of past consulting experience, GFOA best practice knowledge and an understanding and appreciation for the City’s preferences, culture, and any applicable constraints.

For this project, GFOA understands that the City has begun a conversion from Central Square Naviline to Finance Enterprise. GFOA also understands that the City may still be undecided on future state business processes, policies, or key questions related to system usage. GFOA is prepared to provide services across all levels of the ERP project (shown in the diagram below). Detailed in this proposal are a list of specific Deliverables and tasks GFOA can provide with an emphasis on the following:

- 1) Overall Project Governance
- 2) Requirements Development and Requirements Traceability
- 3) Business Process Improvement
- 4) Central Square Deliverable Review
- 5) Testing Support
- 6) Training
- 7) Ongoing Oversight and Quality Assurance



Overall Project Governance

No project can be successful without proper planning and tools to manage the effort. Working together, the GFOA and the City project manager will prepare the following tools that will be essential to project coordination.

- **Governance Support** – GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any enterprise system is not owned or controlled by one department in the organization. We are proposing to assist the City with the development of a governance structure for the project (if the City already has a governance structure, we would assist with developing or reviewing project charter, communication plans, decision making matrix, and other planning documents).

This would include identifying the model for a steering committee, project team, and any business process improvement functions. We understand that staff have multiple priorities that may make staffing this project difficult. GFOA will work to clarify roles and set clear expectations for participation. In

addition, GFOA will use recent research as part of our “Financial Foundations for Thriving Communities” Initiative to help inform the governance structure and change management function for this project. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or





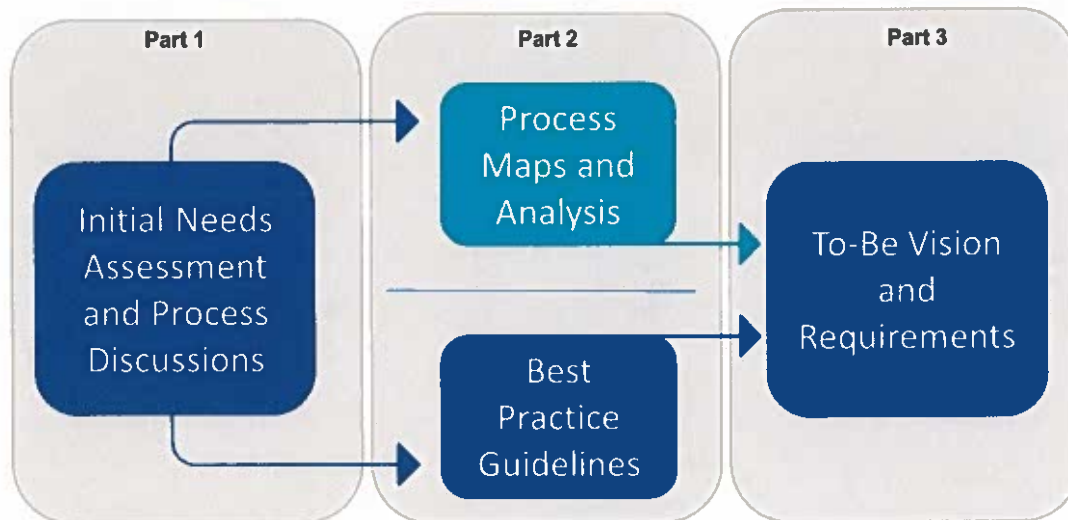
institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles, meanwhile, are the “rules of the road.” They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit <http://gfoa.org/financial-foundations>.

- **Project Team Set Up** - GFOA will help the City prepare for implementation and support of the new system after go-live by helping develop a staffing model to support the ERP project and system.
- **Project Documentation** - If the City uses a website or other collaboration tool for project and document management, we will discuss early on in the project how we can use this for sharing documents and information across the larger project team. If desired, GFOA can also host a website with collaboration tools specifically for this project.
- **Project Management** – GFOA will participate in regular project management meetings and provide a regular (monthly) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA’s milestones and deliverables. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages to City stakeholders.

Business Process Improvement

Our proposal includes services for GFOA to take a lead role in identifying potential business process changes as part of the Central Square implementation. GFOA’s overall role will be to provide recommendations, facilitate discussion, document decisions, and communicate future vision and City preferences to Central Square for adoption in the project and system.

GFOA will meet with stakeholders and gather information on how the current systems are being used and how it supports business processes. GFOA uses the three-part approach depicted in the graphic below to guide business process improvement. For the first part, GFOA will facilitate initial business process discussions to better understand the current situation and begin discussing expectations and goals for a future system. By discussing changes in the open, it is also a critical change management strategy to help the organization begin the transition to a new process. In addition, for staff who are new or may not be familiar with the full business process, this will allow everyone to understand current process and be ready to participate in improvement discussions.



GFOA will participate in the business process design sessions with the ERP vendor to ensure that the City will deploy best business practices rather than “re-creating the old system.” Additionally, as part of the design process, GFOA can provide research into best business practices and communicate both advantages and disadvantages of specific design decisions based on our implementation experience and/or lessons learned from our member network. When GFOA is not able to participate in on-site meetings, we can provide a thorough review of any meeting notes, design documents, or other system or process documentation to review for best practices, process inefficiencies, or other potential issues.

Ideally, the process depicted above would have been completed prior to the beginning of the Central Square implementation. Central Square would then host meetings to identify how the system can accommodate the City’s new vision. GFOA assumes that Central Square will still hold analysis meetings focused on future state decision making. Where Central Square plans to lead similar sessions, GFOA plans to coordinate with Central Square and utilize their process. We have been successful in the past serving as a subject matter expert alongside City resources. We then are able to lead additional discussions and facilitate effective decisions to help fulfill the City’s requirements for the project.

Requirements Development and Requirements Traceability

A key tool for accountability on an ERP project is requirements traceability and documentation of functional requirements and overall business process expectations. GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value beyond the initial phases of implementation. Functional requirements will be split into two categories. GFOA will use its baseline of standard functional requirements for governments. GFOA will then also work to develop unique requirements for the City



based on policies, future state business processes or any statutory or regulatory requirements. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently.

GFOA expects to develop functional requirements along with business process improvement recommendations and the requirements will serve as an ongoing resource for testing and system acceptance.

After requirement are developed, GFOA can lead and facilitate efforts for requirements traceability. This task includes making sure that City requirements have been addressed in design documents, testing scripts, best practice recommendations, training materials, and eventual sign off of the system. GFOA can work with all parties to ensure there is proper focus and accountability for requirements.

Central Square Deliverable Review

GFOA assumes that the Central Square statement of work requires Central Square to provide several key deliverables/work products. GFOA will work with the City to help set expectations for the vendor, review templates, monitor progress for deliverable completion, and provide a detailed review of the critical deliverables once complete. GFOA will provide a report to the City outlining any issues (either with compliance against the contract or consistency with best practices). To properly review the deliverables, GFOA expects that it have sufficient levels of participation during the development of the deliverables that may include participation in site visits, conference calls, or other information gathering activities. As part of that participation, GFOA will be available to provide further guidance, best practice information, or other lessons learned.

Note: It is the City's responsibility to accept all deliverables and milestones. GFOA cannot accept or reject items on behalf of the City.

Testing Support

GFOA will work with the City to support all testing activities for the Central Square system. The testing strategy will cover key tasks throughout the implementation and provide ongoing assurance that the Central Square system is being fully deployed to meet the scope and without defects that will allow for the City's confident use of the system after go-live. GFOA expects to engage with City staff on developing an overall



test strategy, development of detailed test scripts, execution of testing, and resolution of testing issues.

Where Central Square is also providing testing support, GFOA will coordinate with Central Square and can serve as a representative of the City team.

Training

ERP projects not only requires that City users not only learn how to function in a new system, but also learn new business processes. Most ERP vendors have an approach for providing training on a new system, but do not offer assistance on providing best practice training related to new business process or policy.

GFOA is a leader in providing practitioner focused best practice training across all areas of public finance. For this project, we would be able to combine general best practice education with specific process and policy decisions that the City has made on the project to educate City users.

Ongoing Oversight and Quality Assurance

GFOA will provide a project oversight role throughout the City's project and work with the City and Central Square to ensure the project meets its goals. A project oversight role with GFOA will enable the City to leverage the presence that GFOA has in the public sector technology industry, and will allow the City to benefit from ERP implementation experience and research along with access to our nationwide membership network. GFOA will also continue our role as support to the City's project manager, lead for business process change, and lead in contract negotiations for any contract amendments, vendor compliance, and dispute resolution.

Essentially, GFOA's role is to provide an "early warning mechanism," to the City at key points in the implementation process by tracking the progress of activities within the project plan and identifying risk areas.



Pricing

GFOA will invoice the City at the end of each month for all hours/services delivered in the previous month. For hourly billing GFOA will invoice at a rate of \$300/hour. Both hourly and fixed fee rates include all travel and other expenses.

GFOA has estimated an average workload of 20 hours week for one year (1,000 hours).

GFOA will report on total hours used in the project and projected hours for upcoming key tasks. GFOA can provide project status updates at the level of detailed required by the City.

Pricing			
	Total Hours	Rate	Total
Task 8: Implementation Quality Assurance	500	\$300	\$150,000
Travel Estimate (Estimate of 15 trips)	10	\$1,250 per trip	\$12,500
Total			\$162,500

Note: GFOA plans to deliver services both in-person and remotely. If travel is required, GFOA will invoice for travel up to NTE limit of \$1,250 per trip. The estimate of 500 hours provides enough hours for GFOA to spend approximately 20 hours on the project each week for a duration of 25 weeks. If additional time beyond the initial hours would be required, GFOA will honor the rate of \$300 for the duration of the project.

If the City uses less than the 500 hours, any unused hours would not be billed.



Contract Requirements

- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- If necessary, GFOA will have access to any project document repository established for the project.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City/City without obtaining prior written consent of the government.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.