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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Florida Atlantic University – Professional Services Agreement**

Approved Comm. Mtg. on: **Aug 18, 2015** CAM #: **15-0993** ITEM #: **PUR-21**

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **Procurement Division:** Delivered # 2 Originals and Delivered to City Attorney's Office on September 16, 2015.

2) **City Attorney's Office:** Approved as to Form # 2 Originals and Delivered to City Manager on _____

DJ WILLIAMS-PERSAD *[Signature]*

3) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

4) **Mayor:** Please sign as indicated and forward 2 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

5) **City Clerk:** Retains one original and forwards 1 original of document to:
Linda Blanco, Procurement

Original Route form to Linda Blanco

**FLORIDA ATLANTIC UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into as of September 28, 2015 ("Effective Date"), by and between the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, on behalf of The John Scott Dailey Florida Institute of Government at Florida Atlantic University, with an address of 777 Glades Road, Building 44, Room 108, Boca Raton, FL 33431 ("FAU" or "University"), and City of Fort Lauderdale, a Florida municipality, with a business address of 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, ("Client").

In consideration of the mutual covenants and stipulations set forth herein, the parties hereby agree as follows:

1. University agrees to provide and Client agrees to accept the services set forth on Exhibit A attached hereto (the "Services") in accordance with the terms of this Agreement. University shall control the manner in which the Services are provided, giving due consideration to the requests of Client. Unless otherwise mutually agreed, the Services shall be performed at Client's premises.
2. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein or extended by mutual written agreement of the parties, shall continue until the Services have been completed. University may terminate this Agreement at any time for any reason upon written notice to Client.
3. Client agrees to pay University for the Services during the term hereof in accordance with the rates and terms set forth on Exhibit A attached hereto. Unless otherwise specified, payments shall be due within thirty (30) days of receipt of a University invoice. Late payments shall bear interest at 1% per month.
4. The performance of the University of the Services shall be subject to and contingent upon the availability of funds appropriated by the state legislature or the prime funding agency, or otherwise lawfully expendable for the purpose of the Services for the current and future periods.
5. All documents, papers, letters or other material made or received in conjunction with the Services shall be subject to the provisions of Chapter 119, Florida Statutes.
6. Any renewals, amendments, alterations or modifications pertaining to the Services must be signed or initialed and approved by all parties.
7. The provision of the Services and the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. The University, as a public entity of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.
8. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties pertaining to the Services.
9. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; war; embargoes, fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which a party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
10. The University makes no warranties of any kind, express or implied, pertaining to the Services, and to the maximum extent permitted by law, disclaims all warranties and conditions, either express or implied, pertaining to the Services.

11. To the maximum extent permitted by law, in no event shall University be liable for any special, incidental, indirect, or consequential damages whatsoever, pertaining to the Services (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose, negligence or otherwise, even if the party has been advised of the possibility of such damages.

12. Neither party may use or make reference to the other party or any trade names, trademarks, service marks, logos or other designations of the other party except to the extent and in the manner which is expressly provided for in writing by the other party.

13. University reserves all rights with respect to the Services and materials provided by University or the work-product developed by University in connection with the Services. Nothing herein shall purport to grant or convey any interest or right to the University's services, materials or work-product or grant any exclusivity with respect thereto.

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

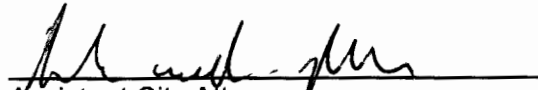
CLIENT:

CITY OF FORT LAUDERDALE, a Florida municipality

By 
John P. "Jack" Seiler, Mayor

By 
Lee R. Feldman, City Manager

Approved as to form:


Assistant City Attorney

ATTEST:


JEFFREY A. MODARELLI, City Clerk

FAU/UNIVERSITY:

ATTEST:

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

By: N/A
(Signature)
Print Name:
Corporate Secretary

By: [Signature]
(Signature)
Print Name: Diane Alperin
Chair Vice Proost

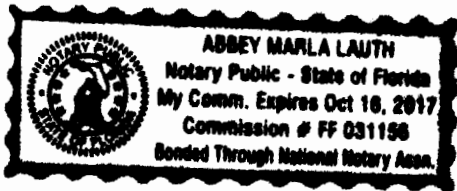
(CORPORATE SEAL)

APPROVED AS TO FORM
AND LEGALITY
General Counsel 6/23/15
Florida Atlantic University

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of September, 2015, by Diane Alperin, as Chair for Florida Atlantic University Board of Trustees, a public body corporate of the state of Florida. Vice Proost

(SEAL)



Notary Public, State of Florida
[Signature]
(Signature of Notary)

Abbey Lauth
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

Exhibit A

Statement of Work/Description of Services

EXECUTIVE SUMMARY

The job of senior leaders is to guide and sustain the organization; to model through personal actions, a demonstration of their commitment to vision and values, legal and ethical behavior, effective communication and a focus on action. A sustainable organization ensures a safe and secure environment for its workforce and other key stakeholders. Additionally, there is a responsibility to review, analyze and update processes that may be ineffective and inefficient in the organization. The proposed approach is DMAIC which is rooted in Six Sigma. The teams will learn the methodology while at the same time defining, measuring, analyzing and improving real issues within the organization.

Coaching for the executive team is based on the four characteristics of Healthy Organizations Patrick Lencioni:

Trust - Trust in this context means that I understand and accept you because you're willing to be vulnerable and genuine. There are no hidden agendas, so I know you won't take advantage of me or fire me if I'm honest and speak my truth. "Trust is the hallmark of cohesive teams. Without it, people have doubts, fears, and uncertainty making alignment and unity impossible."

Clear Communication - Leaders have to continually clarify and over-communicate the message all the way to the bottom of the organization to make sure the team understands what plays the leader is calling. Too often leaders assume that their staff see and understand what they do, and this causes many problems with execution. "Leading an organization means facing many crucial issues and decisions every day, but a good leader has the ability to synthesize large amounts of information into something simple."

Safe Environment and Clean Wholesome Debate - Invite creative conflict prior to making key decisions to get team buy in and to make sure that other reasonable ideas are evaluated. In healthy organizations, people feel safe and are allowed to disagree yet still have a fair hearing without reactions of judgment and disloyalty. They're more interested in being effective than being "right." "In healthy organizations there's an absence of fear, and courage is rewarded."

Courageousness - Send a message of healthy courage throughout your organization. Remember that positive emotions are contagious and powerful, and leaders go first. "Leading isn't easy. Every day you face tough issues, and your people are watching to see if you will walk the talk of your stated values."

The following model is from The Five Dysfunctions of a Team. Each of these are evident throughout the City from the highest levels through to staff.



Executive Staff Coaching and DMAIC Projects

Coaching in Dyads

Develop facilitated dialog between selected people on the executive team to break down barriers, dissect assumptions create authentic conversation, and gain newfound respect and empowerment.

Encompassed in the FY 15 contract and budget

This work is a prerequisite for the Boot Camps and the Process Improvement Projects

Remainder of the Coaching in FY16 (group meeting) \$1,980

Mini Boot Camp in 2 groups (3 hours in AM and 3 hours in PM on the Same Day)

People in each group chosen with careful consideration of, and compelling reasons for, who is grouped with whom.

- Identify and Consent on Team Guidelines (begin with the 13 behaviors listed below – we don't need to start from scratch!)
- Examine each of the 13 trust behaviors with simple definition, what it looks like, what is the opposite behavior, and what is counterfeit behavior.
We will also provide the words to use to exemplify these behaviors.
- Add other behavioral guidelines as suggested by the teams
- Assign homework

\$5,040

Mini Boot Camp Part 2 – One Team/First Team – Half Day

- Create Commitment and Accountability for Team Guidelines
- Review The Five Practices of Exemplary Leadership (Kouzes and Pozner – The Leadership Challenge)
- Mini Case Study Practice
- Self and Group Evaluations/Feedback to use in improvement process

\$3,000

DMAIC Projects for Process Improvement

- Select 2-3 processes to define, measure, analyze, improve and control
- Work in small teams of 5-6 executive team members
- Apply the DMAIC approach to solve the issues
- Engage in facilitated meetings and regularly scheduled check ins for team coaching

\$43,230

TRAINNOVATIONS FACILITATORS

Trina Pulliam, founder, has 22 years of experience in consulting, training, and business development. Trina is a graduate of the University of Florida, an 11th year Florida Lead Examiner and is a Senior Examiner for the National Baldrige Performance Excellence Board having just completed her 6th term, a post appointed by the US Secretary of Commerce. Her clients describe her as fun, flexible, friendly, and focused! Several projects are worth noting: the development of a 9 month manager training program for Burger King, implementing a new strategic planning process that merges with line item budgeting and priority based budgeting for the Town of Jupiter, and a time/task project identifying gaps in efficiencies for the City of WPB Parks Department. Her most recent accomplishment is consulting on process improvement projects that yielded the client \$4.9 million dollars in annual productivity savings.

Myra Quinn, M.Ed., MPEC, has an extensive background in training and development, business, and human resources, having spent over 20 years in the banking and counseling industries. She has a Master's degree in Counseling Psychology from Florida Atlantic University and is a Master Personal and Executive Coach. She is passionate about organizational development and continuous improvement and served as an Examiner on the Florida Governor's Sterling Award Team. She has been a Trainnovations facilitator for 13 years and is the Training Director. She is certified in multiple assessments, including the Myers- Briggs type Indicator (MBTI) and Appreciative Inquiry. Her "action-oriented" coaching style makes sure clients stay true to their "being" in life. At the same time, she helps clients create the structures they need to achieve the business results they want.

Melinda Miller, MS, is the former IS Director for the Town of Jupiter, retired after 25 years. She served as the Interim Assistant Town Manager twice during her employment there. Melinda earned her Chief Information Officer from Florida State University. She started and managed several initiatives from strategic planning, town-wide fiber optics, and EOC data to implementing several enterprise systems. She is an adjunct professor at Palm Beach State College and serves as senior analyst, municipal expert, and facilitator for Trainnovations.

Judy Garmaise, MSW, CSW, has over 25 years of experience in speaking and facilitating. She has a Bachelor's degree from Boston University and her Master's degree from Columbia University in New York. Judy trains business professionals and coaches professionals at all levels, from managerial to front line in communication and customer service, stress management and life enhancement. With Trainnovations as a senior partner, Judy provides extensive valuable experience using her outgoing style to facilitate hands on activity based trainings. Her passion is "follow up!" She is the author of "The Power of Follow Up," and using tools from her proven system, she empowers individuals to be productive, satisfied, and successful, while maintaining integrity and trust.