



City Manager's Office

ITEMS FOR SIGNATURE/REVIEW

② ✓ 11/9/14 ⊙ 0 5

CMO LOG #: NDV-02

TODAY'S DATE: 11/3/14

Assigned to: L. FELDMAN S. HAWTHORNE S. TORRIENTE

Title of Document for Signature: Project Management Training
from FAU

Memo/Doc # (if applicable): 14-1141 PM-10 Date of Doc.: 9/16/14

Document received from: Procurement Vote Summary: 5/0

- APPROVED FOR LEE FELDMAN'S SIGNATURE
- PENDING APPROVAL (See comments below)
- N/A FOR L. FELDMAN TO SIGN

PER ASSISTANT CITY MANAGER:

S. HAWTHORNE _____ or S. TORRIENTE _____
(Initial and date above) (Initial and date above)

Rejection/Questions/Additional Information Request:

11/5

Please leave this routing form attached to these agreements so the Clerk's office knows who to return them to.
 Comments/Tracking Information: Wendy - PLS return (or call) these agreement(s) to me in Procurement. Thank you. Elizabeth!!

FIN

FLORIDA ATLANTIC UNIVERSITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of 10-24-14 ("Effective Date"), by and between the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, with an address of 777 Glades Road, Boca Raton, FL 33431 ("FAU" or "University" or "Contractor"), and The City of Ft. Lauderdale, a Florida municipality with a business address of 100 N. Andrews, Fort Lauderdale, Florida 33301, ("Client" or "City").

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 in The Executive Certificate in Project Management Program 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.
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 completion of services. Either party may terminate this Agreement for any reason upon forty-five (45) days written notice to the other party, in which case Client shall only be responsible to pay University a pro-rated fee for work completed up to the date of termination.
3. Client agrees to pay University for the Services during the term hereof in accordance with the rates and terms set forth in The Executive Certificate in Project Management Program attached hereto. Unless otherwise specified, payments shall be due within forty-five (45) days of receipt of a proper invoice. Late payments shall bear interest in accordance with the Florida Local Government Prompt Payment Act.
4. The performance of the University of the Services shall be subject to and contingent upon the availability of funds appropriated by the Client, 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 and the Client, as public entities of the State of Florida, are 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 the other party's trade names, trademarks, service marks, logos or other designations 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.

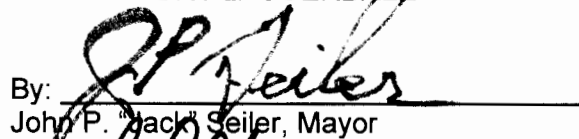
14. Unless otherwise mutually agreed, the Services shall be performed at Client's premises. If the parties agree that the Services shall be performed, in whole or in part, on University premises, Client agrees, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2014), as may be amended or revised, to indemnify and hold harmless the University from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City while acting within the scope of the employee's office or employment on the University's premises under circumstances in which the City, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall constitute a waiver of sovereign immunity beyond that permitted by Florida law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

ATTEST:


Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

By: 
John P. "Jack" Seiler, Mayor

By: 
LEE R. FELDMAN, City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

By: N/A
Print Name:
Corporate Secretary

By: [Signature]
Print Name: Diane Alperin
Chair ✓ see Procent

(CORPORATE SEAL)

APPROVED AS TO FORM AND LEGALITY
General Counsel [Signature]
Florida Atlantic University

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of OCTOBER, 2014, by DIANE ALPERIN as Chair for Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida.

(SEAL)

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

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

Personally Known OR Produced Identification _____
Type of Identification Produced _____

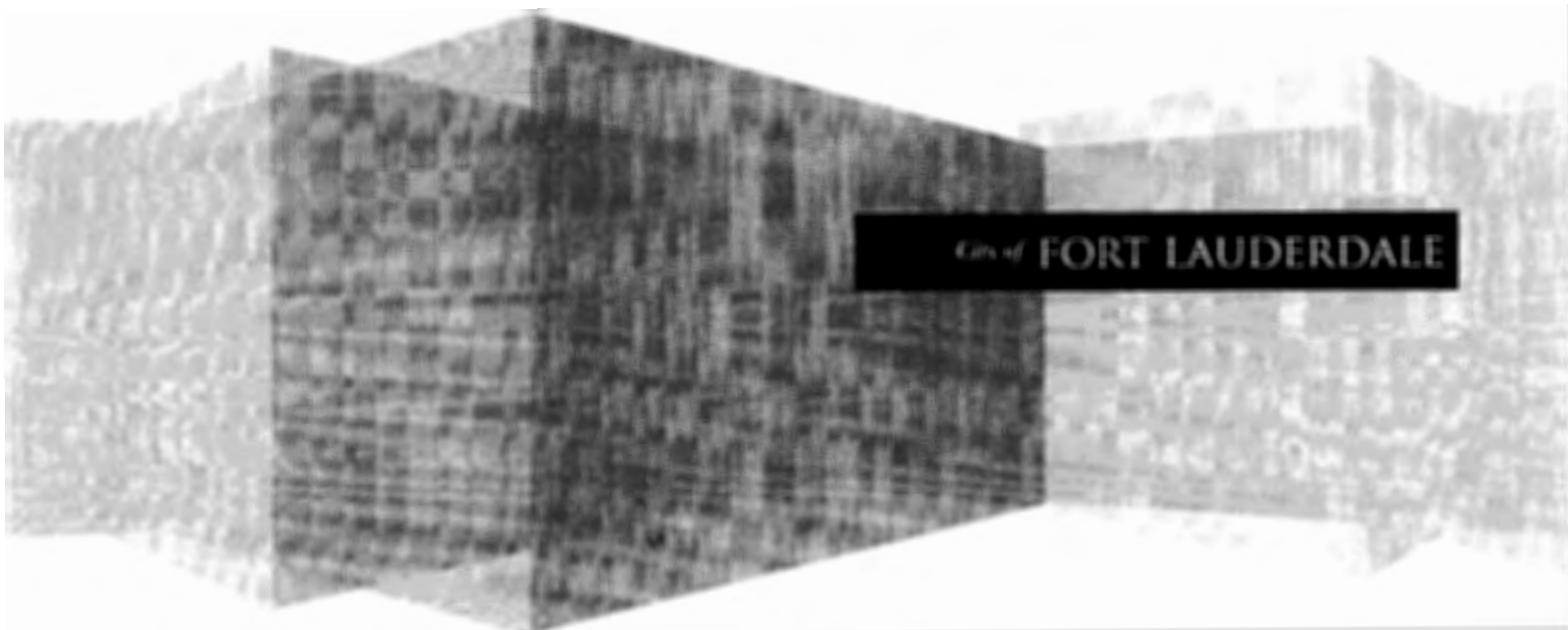




EXECUTIVE EDUCATION
College of Business
Florida Atlantic University

THE EXECUTIVE CERTIFICATE IN PROJECT MANAGEMENT

A Customized On-Site Program *For:*



FAU

EXECUTIVE EDUCATION
College of Business
Florida Atlantic University

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CLIENT The City of Ft. Lauderdale, Engineering Division

CONTACT(S)

Pedram Zohrevand, Ph.D., P.E.,
Assistant City Engineer
City of Fort Lauderdale
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Mobile: 305-904-7609
Email: PZohrevand@fortlauderdale.gov

S. Nicole Archie,
Organizational Development and Training Coordinator
City of Fort Lauderdale
Office: 954-828-5309
Email: NArchie@fortlauderdale.gov

PROGRAM DETAILS:

PROGRAM: The Executive Certificate in Project Management

PROGRAM LENGTH: 84 hours; 4 months

PROGRAM TIME: ½ day, twice-weekly sessions (a.m. / p.m.)

PROGRAM DATES: To be mutually agreed upon between FAU Executive Education and The City of Ft. Lauderdale, Engineering Division.

PROGRAM LOCATION: Program may be conducted at the FAU Boca Raton Campus, Office Depot Center for Executive Education *OR* the FAU Davie Campus (pending dates and spatial availability), *OR* the City of Ft. Lauderdale.

PROGRAM FACILITIES: The FAU Instructor will require a projector, screen and ability to have her presentation pre-loaded prior to the session (s). In addition, whiteboard space is preferable.

CURRICULUM DESIGN:

The Executive Certificate in Project Management

The Executive Certificate in Project Management is designed to focus on the 5 basic process groups and 10 knowledge areas included in the *A Guide to the Project Management Body of Knowledge* (PMBOK)[®] and is supported by the Project Management Institute (PMI)[®] criteria. The program is designed for both new and practicing project managers.

The Executive Certificate in Project Management also includes an OPTIONAL comprehensive 3-day preparation course to prepare students for the Project Management Institute's (PMI)[®] Project Management Professional (CAPM)[®] and (PMP)[®] certification exams. *This 3-day session focuses preparation and practice techniques needed in order to pass the exam and is included within the scope of this program.*

This program provides an overview of project management concepts and principles using lecture, small group case studies and discussions. The complete program allows each team to develop a real project from concept to close-out emulating the project management life cycle. After completing the program, you will have learned to:

- Differentiate between projects and programs by identifying and contrasting characteristics of each;
- Link project goals and objectives to clear, compelling stakeholder needs;
- Recruit and manage high-performance teams;
- Identify and outline project scope;
- Create project charter, scope statement, work breakdown structure, project network, project schedule and project budget;
- Monitor project budget, schedule(time) and scope against project baselines;
- Identify, evaluate and manage project risks and develop risk management plans;
- Apply concepts such as critical path, schedule compression, crashing, slick/float, fast tracking, earned value management, and resource leveling to track project and keep its milestones on track;
- Develop project baselines and change control systems to manage changes throughout project life cycle;
- Identify key stakeholders and their impact on, as well as their roles in a typical project;
- Differentiate types of organizational structures and their impact on managing projects;
- Monitor and control quality throughout project life cycle;
- Close-out projects and capture lessons learned
- Learn how project management software assist with schedule, budget, and resource management;

This program covers the Project Management Institute's[®] (PMI)[®] 10 Knowledge Areas and

5 Process Groups, according to the *A Guide to the Project Management Body of Knowledge* (PMBOK Guide)®:

10 Knowledge Areas:

- Project Integration Management
- Project Scope Management
- Project Time Management
- Project Cost Management
- Project Quality Management
- Project Human Resource Management
- Project Communication Management
- Project Risk Management
- Project Procurement Management
- Project Stakeholder Management

5 Process Groups:

- Initiation
- Planning
- Execution
- Controlling
- Closing

An FAU **Executive Certificate in Project Management** will be awarded upon completion. The 3-day PMP® Exam Prep is optional, and is intended for students who wish to pursue PMP® certification as an addition to the Professional Certificate.

Instructional Method and Format

- Taught by a PMP®-credentialed instructor
- Highly interactive, in-class, instructor-led program
- Includes lectures, small group case studies and discussions
- Culminates in a final project which demonstrates participants' mastery of the material and methodology and allows each student to develop a real or simulated project from concept to closing, emulating the project management life cycle.

Attendance

To receive a certificate of completion and the requisite CEUs, participants must attend at least 80% of the program, cannot miss more than two (2) sessions, and must demonstrate mastery of the program content through a final project and presentation.

Make-Up Sessions

City of Ft. Lauderdale associates may re-sit up to two (2) missed modules during an existing FAU Executive Certificate in Project Management program campus for up to one year after commencement of the customized on-site course. City of Ft. Lauderdale associates will be responsible for covering the incidental on-campus fees associated with parking and catering.

COURSE MATERIALS:

- *A Guide to the Project Management Book of Knowledge (PMBOK)® 5th Ed.*
- Lecture Notes and Course Binder
- CAPM® /PMP® PREP Study Materials
- Access to an Online Database of 1,000+ sample exam questions
- Certificate of Completion



PROGRAM INCLUSIONS/ ATTENDEE:

- ✓ The Executive Certificate in Project Management Program Curriculum, customized to include references to City cases and Oracle software;
- ✓ Pre-development calls/meetings (up to 4) to research and integrate Oracle software and City business processes into the curriculum;
- ✓ 3-day CAPM® /PMP® PREP (Optional; City participants may attend the FAU open-enrollment session);
- ✓ Access to BlackBoard (virtual classroom) and class room recordings for up to 6 months post course completion;
- ✓ Course Materials:
 - *A Guide to the Project Management Book of Knowledge (PMBOK)® 5th Ed.*
 - Lecture Notes and Course Binder
 - CAPM® /PMP® PREP Study Materials
 - Access to an Online Database of 1,000+ sample exam questions
- ✓ Certificate of Completion and requisite CEUs/PDUs

PROGRAM COLLABORATION:



All Project Management and Six Sigma Certificate programs are offered by **Florida Atlantic University** in conjunction with **Key Performance, LLC**, a registered and accredited education provider.

Key Performance, LLC. (www.KeyPerformance.com) is a premier project management training company with offices in both the U.S. and Europe. Specializing in Project Management and Lean Six Sigma training for a wide range of industries and government agencies, all instructors are experts in the subjects they teach.

Both Florida Atlantic University's Executive Programs and Key Performance, LLC are accredited by the Project Management Institute® (www.pmi.org) as Registered Education Providers (R.E.P.).



All program courses will generate Continuing Education/Professional Development Units (CEU/PDU) credits that may be applied toward receiving and maintaining PMP® certification.

ADMINISTRATION:

Vegar Wiik,
Executive Director
Office of Executive Education
Florida Atlantic University
College of Business
Office Depot Center for Executive Education
777 Glades Rd, Bldg. 93, Ste. 201
Boca Raton, FL 33431
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Email: vwiik@fau.edu

Natalya I. Sabga,
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Office of Executive Education
Florida Atlantic University
College of Business
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Boca Raton, FL 33431
Office: 561-789-5723
Email: nsabga@fau.edu

INSTRUCTOR(S):

Barbara Zimmerman, MSPM, BSIM, PMP® - has over 20 years of experience in the Information Technology industry with half of that in project management. As both a consultant and employee, she has obtained experience in the utilities, manufacturing, education, software development, and financial industries. As a trainer, she has delivered workshops in PMP® Exam Prep Certification, Project Management using Microsoft Project, and the Microsoft Office tools. Barbara has earned her Bachelor of Science degree in Industrial Management from Purdue University and a Master of Science degree in Project Management at George Washington University.

Other – TBD*

***FAU Executive Education reserves the right to modify instructors for this program. All instructors will be PMP® certified and come to FPL with at least 10 years of Project Management practical and consulting experience.**

FEES*:

Flat Fee (Attendees 1-40)	\$64,000.00
Attendees 41-44 (max.)	\$1,600.00 per person
Recording Fee	\$4,000.00

***Fees do not include incidental parking fees nor catering per person, if the program is held on the FAU campus.**

Terms & Conditions

i. Content

The City of Ft. Lauderdale and FAU's Office of Executive Education have agreed explicitly on content and direction of the program prior to agreement execution.

Should additional programming or changes to scope be discussed - The City of Ft. Lauderdale and FAU will mutually agree upon content, direction, and applicable fees for said future programming separately.

ii. Billing

Fifty percent (50%) of the total shall be invoiced at agreement execution and the balance shall be invoiced two (2) days prior to course commencement. All invoices are payable within forty-five (45) days of the invoice date.

iii. Cancellation

Should The City of Ft. Lauderdale cancel the program less than thirty days prior to commencement of the program, The City of Ft. Lauderdale will still be responsible for covering the costs of administration, instructional time and materials.

iv. Attendees

For the purposes of historical data tracking and pursuant to the rules and regulations for Continuing Education Unit (CEU) conferral, FAU Executive Education will request that The City of Ft. Lauderdale provide the following information for each of its attendees in the form of an Excel document:

Name, Physical Address, Email Address, Title

The City of Ft. Lauderdale

Signature _____

Title _____

Date _____

**Florida Atlantic University
Executive Education**

Signature _____

Title _____

Date _____