

TRAINING AGREEMENT

I. **GENERAL:** This agreement is entered into by and between The District Board of Trustees of Broward College, Florida, a Florida College System institution, (“College” or “Institute” or “Trainer”), and the City of Fort Lauderdale, a Florida municipality, (“City”).

II. **TERMS:**

- a. The Institute will perform the defined scope of services on a best effort basis only, with no expressed Broward College guarantee of deliverables;
- b. Provisions of this Agreement may not be changed without the mutual consent of both parties.
- c. [Reserved.]
- d. The Institute shall commence performance of the terms of this Agreement on or about October 2014 and trainings shall last approximately one year.
- e. Services shall be billed within ten (10) days of completion at the end of each monthly training cycle unless an alternate billing schedule is specified in this Agreement. City agrees to pay for services within forty-five days following the City’s receipt of a proper invoice in accordance with the Florida Local Government Prompt Payment Act.
- f. A \$150.00 set-up fee will be billed if course is not canceled within 48 hours of scheduled dates.

III. **PURPOSE:** For all City employees to be trained on essential workplace issues, such as cultural competency, prevention of sexual harassment, violence in the workplace and generational diversity. The outcome is to have all employees become familiar with pertinent concepts to ensure a safer and harassment-free workplace environment.

IV. **SCOPE OF SERVICES:** Training will promote respect and inclusion in the workplace environment. The training will take place at a designated location at the City of Fort Lauderdale, located at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. Use of City facility is included in contract.

- **Dates of Training:** Approximately from October 2014 through September 2015
- **Number of Sessions:** Approximately 70 to 80 full-day (6 hour) training sessions. This takes into account a minimum of 1 make-up training per quarter. These training sessions will occur weekly throughout each month.
- **Max participants:** 35 employees per session based on capacity of training room.

The CITY will determine the time and location of training at the designated City facility and which participants are to attend each training session. The City will work with the Trainer to schedule make-up sessions as needed.

V. **COST:** \$1,584.00 per full-day (6 hour) training session as outlined in Section IV. Cost includes instructional and administrative fee.

Billing information: **Email address:** AcctsPayable@fortlauderdale.gov



www.broward.edu

VI. This AGREEMENT contains contractual provisions or attachments: Yes No

VII. The College shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the College upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Institute execute this Training Agreement as follows:

CITY:

CITY OF FORT LAUDERDALE

By:
John P. "Jack" Seiler, Mayor

By:
LEE R. FELDMAN, City Manager

Approved as to form:

Senior Assistant City Attorney

INSTITUTE:

The District Board of Trustees of Broward College, Florida,
a Florida College System institution

By:
Print Name: Linda A. Howdysshell, Ph.D.
Title: Provost and Senior VP
(Please provide proof of authorization.)

ATTEST:

DocuSigned by:

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By:
Print Name: Kristina Retana
Corporate Secretary paralegal

(CORPORATE SEAL)



www.broward.edu

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 3rd day of November, 2014, by Linda Howdyshell as Representative for The District Board of Trustees of Broward College, Florida, a Florida College System institution.



MICHELLE V. ALEXIS
MY COMMISSION # EE 186690
EXPIRES: April 5, 2016
Bonded Thru Budget Notary Services

(SEAL)

Notary Public, State of Florida

(Signature of Notary Public)

Michelle V. Alexis

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

Personally Known OR Produced Identification

Type of Identification Produced Broward College ID

MICHELLE V. ALEXIS
MY COMMISSION # EE 100990
EXPIRES: April 8, 2016
Printed From Budget Watch System





City Manager's Office

ITEMS FOR SIGNATURE/REVIEW

① ✓ 12/4/14 L

CMO LOG #: NOV-42

TODAY'S DATE: 11-25-14

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

Title of Document for Signature: Professional Services with
Broward College

Memo/Doc # (if applicable): 14-1090 PM-9 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

2014 NOV 25 AM 9:33 CITY MANAGER

PER ASSISTANT CITY MANAGER:

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

Rejection/Questions/Additional Information Request:

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

