(2) ✓ 4/6/16 (L) **RUSH**

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: ***AGREEMENT for PROFESSIONAL TRAINING SERVICES (with Florida Atlantic University)***

Approved Comm. Mtg. on: Mar 15, 2016 **CAM #: 16-0312** **ITEM #: PUR-4**

Routing Origin: ☒ Procurement Also attached: ☒ copy of CAM ☒ Original Documents

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1) **Procurement Division**: Delivered # 2 Originals to City Attorney's Office on Mar 25, 2016.

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

LYNN SOLOMON ____

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3) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 2 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.

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

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5) **City Clerk**: Retains one original and forwards 1 original of document to:
Linda Blanco, Procurement, X5141

☒Original Route Form to Shaniece Louis.

RUSH

FLORIDA ATLANTIC UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of April 5, 2016 ("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 WHEREOF, the parties have caused this Agreement to be executed.

CITY OF FORT LAUDERDALE	FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, on behalf of The John Scott Dailey Florida Institute of Government at Florida Atlantic University
See attached page	
Signature	Signature
Name	Diane Alperin
Title	Vice Provost
Date	3-18-16
	Date

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University

FLORIDA ATLANTIC UNIVERSITY PROFESSIONAL SERVICES AREEMENT

ATTEST:

Jeffrey A. Modarelli, City Clerk

City of Fort Lauderdale

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Lynn Solomon
Assistant City Attorney

EXHIBIT A

Moving From Better to Brilliant
Leadership DevelopmentTraining Program

For the City of Fort Lauderdale

Proposed Scope of Services

Submitted by:

The John Scott Dailey Florida Institute of Government at
Florida Atlantic University

February 10, 2016

Trainnovations, through the John Scott Dailey Florida Institute of Government at Florida Atlantic University will improve and facilitate the following professional development

Leadership workshops for the City of Fort Lauderdale managerial and supervisory employees:

Objectives of the program are for participants to:

- Recognize management skills and competencies
- Translate foundations in management to plans for long term growth
- Understand core methods for impacting performance
- Focus on techniques that affect behavior

BUILDING COMPETENCIES
Leadership, Management and Supervisory Skills

SCOPE OF WORK:

1 Executive Team Cohort – Creating United Leadership
The director's cohort group will address modeling techniques to reinforce the teachings and learning of the leadership modules using 5 Exemplary Practices of Leadership.

- **This cohort group of up to 24 people will participate in a series of 8 workshops together as a team which will assist in cross departmental communication and teamwork as well as learning to support the learning from the manager and supervisor cohort groups.**

4 Cohort groups Frontline Manager/Supervisors (maximum 24 participants each)

The Frontline Manager/Supervisors Cohorts will address how they interact with the frontline employees, their supervisors, and the executive team. The Supervisor Cohorts will address interpersonal, as well as technical, skills of supervising employees. Using real work scenarios and role play, supervisors will gain behavior changing experience in the classroom to apply in the workplace. Classroom time will also be used to address real work situations that require interpersonal skills, sensitivity to employee experience and tenure and decision making

- **Each cohort group of up to 24 people will take the series of 12 workshops together as a team (impacting 4 teams of 24 or 96 participants)**

DELIVERABLES:
The deliverable for the **Executive Team cohort** is a series of 8 modules. The topics and format are listed below.

The deliverable for **Managers and Supervisors** is a series of 12 modules provided for each participant – descriptions of training modules set forth below which have been customized specifically for the City of Fort Lauderdale. The topics are the same for all cohorts; the level of training and real work scenarios are customized for the cohort group level.

Each half-day workshop includes facilitation, reference materials, job aids, and/or skill practice,

modules will be customized for culture of City of Fort Lauderdale.

WORKSHOP FORMAT:

The scheduling of the **Executive Team cohort** is based on availability and is a modified full day: **10:00 a.m. to 3:30 p.m. with a mandatory onsite working lunch.**

The scheduling of each **Manager cohort** is based on availability of the facilitators and there is no reduction in fee for a full day of training.

Morning workshops will be scheduled from 8:30 a.m. – 12:00 noon
Afternoon workshops will be scheduled from 1:00 p.m. – 4:30 p.m.

PRICING STRUCTURE:

Training Design and Delivery Fees

Fee for each modified full day workshop	$ 2,420.00	
Total for 8 Executive Team workshops		$19,360.00
Fee for each half day workshop:	$ 1,333.06	
12 half day workshops for each cohort series:	$15,996.72	
Total for 4 cohort groups:		$63,986.88
Total for 5 cohort groups:	$83,346.88	

Assessment Fees

DISC™ assessments for 96 participants	$ 7,200.00
Costs will be added for Executive Team participants who have not taken the DiSC	
True Colors™ assessments: 96 Cohort participants 24 Executive Team participants	$ 3,000.00
Total:	**$93,546.88**

The fees include client conversations with consultants, facilitation, materials (exercises, handouts, skill-set card, worksheets, and other job aids), professional delivery in an interactive format, role-playing for skill practice, and experiential activities to anchor the learning.

These fees do not include food and beverage, projector, and flipchart paper.

The fees do not include printing the DISC reports – PDF's of the DISC reports will be emailed to the participants and they will be asked to print and bring the reports to the training.

Assessments must be pre-ordered and paid for regardless of cancellation or use

SELECTION OF EXECUTIVE TEAM COHORT WORKSHOPS

Order of Workshop is still To Be Determined

- Capitalize on the Leadership Training – Learn what the Cohort Groups learned – The Leadership Challenge
- Model the Way - Your Example Matters
- Managing your Talent – Under Manage/Over Lead – Challenge the Process
- Building your Phenomenal Team – Inspire a Shared Vision
- Supporting your Team of Leaders – Encourage the Heart
- Coaching for Success – Enable Others to Act
- Trust is Key – Allow for Accountability
- Understanding Power and Authority – Both are Critical

SELECTION/DESCRIPTION OF WORKSHOPS

- Foundations in Leadership – Building Trust and Respect
- Effective Communication – Anatomy of a Dialog
- Focus on Behavior – No Place for Attitude
- DISC and Work Style Acceptance (or True Colors Personality Acceptance)
- The Role of a Manager
- Progressive Discipline
- Leadership and Building Effective Teams
- Delegating Effectively
- Managing Change
- Giving and Receiving Feedback
- Dealing with Conflict
- Employment Law and Ethical Decisions

Foundations in Leadership – Building Trust and Respect

Foundations in Leadership build the essential skills that enable team leaders to manage their team toward to a shared goal: achieving the organization's strategic objectives. Throughout the workshop participants will receive information and case studies, participate in group discussions, practice new skills and receive immediate feedback. Managers will leave the session with implementation tools, and troubleshooting guides. In this workshop participants begin to build a problem solving model, learn to maintain and enhance team members self esteem, and develop team member participation.

Effective Communication – Anatomy of a Dialog

Throughout a manager's career there will be situations in which a manager must hold conversations with an employee that are uncomfortable for one or both parties. Typical situations include performance discussions where both parties disagree about the quality/quantity of the performance, hygiene issues, inappropriate clothing for the work environment, behavior or conduct that creates unease among team members. Foundations in Communicating helps managers learn techniques in developing effective communication skills, improving their performance and increasing the productivity of the team and the organization. In this workshop, participants learn how to create an environment of open communication, use clear and concise messages, and listen to communicate including use of non-verbal behaviors.

Focus on Behavior – No Place for Attitude

Focus on Behavior is a workshop designed to teach supervisors about the difference between attitude and behavior. Supervisors learn to identify team member conduct. Supervisors and managers also learn to recognize attitudes and beliefs which affect performance but are not fact based. Participants complete exercises and use simulations and role play to solidify and anchor their learning. In this workshop participants learn to detect fact based approaches for performance, to distinguish between attitude and behavior, and associate what can be used in team member discussions.

DiSC and Work Style Acceptance (or True Colors Personality Acceptance)

The Everything DiSC® Workplace® Profile or True Colors Personality Instrument helps build better relationships — one relationship at a time. These can be used with everyone in an organization, regardless of title or role, to improve the quality of the workplace. Participants understand and appreciate the styles of the people they work with. The result is more effective and productive working relationships. Participants will discover their own and other's styles, identify a strategy for working with people more effectively, and understand how priorities and style influence actions.

Progressive Discipline

Sometimes a manager or supervisor drives down the path of progressive discipline too soon and sometimes too late! This workshop helps provide context for the timing of the progressive discipline path along with a skill set and template to perform this task with dignity and objectivity. Participants learn there is a system of escalating responses with documentation intended to correct behavior rather than punish or terminate. This helps to ensure the organization keeps loyal and experienced workers.

Leadership and Building Effective Teams

This interactive workshop will help you discover your Preferences for a certain Role you choose as a Team Member using the Belbin Team Self Perception Inventory. It will show how you interact with other colleagues and what Strengths you bring to your Team. It's about Improvement over time and about how you can use your own strengths and borrow strengths from your colleagues to create a Dynamic Team. You will learn how to understand the importance of working toward a clear goal and how to value diversity in a work group.

Delegating Effectively

Delegation is the transfer of work from supervisor to subordinate. Effective delegation begins with the proper understanding of the goals of your job, the jobs of your team members and your department. Participants learn what to delegate and how to delegate it properly, why it's important to delegate both "good and bad" assignments, and about selection of the right person. Managers and supervisors delegate for time management purposes as well as providing a critical component of the succession plan.

Managing Change

This workshop provides the tools managers need to understand and interpret change, in order to more successfully manage their team through it. By working to support change while addressing the team's comfort level with that change, the supervisor or manager can more effectively facilitate acceptance of a new way of doing things. Supporting Change helps managers learn to understand, interpret, and use a systematic approach to successfully manage change initiatives. By using the tools in previous workshops such as the problem solving and communication processes, managers and supervisors are effective and systematic. This helps to reduce misunderstanding and anxiety and helps the change initiative gain acceptance more quickly.

Giving and Receiving Feedback

Feedback is a way to let people know how effective they are in what they are trying to accomplish, or how they affect you. It provides a way for people to learn how they affect the world around them, and it helps us to become more effective. If we know how other people see us, we can overcome problems in how we communicate and interact with them. Of course, there are two sides to feedback: giving it, and receiving it. This workshop provides practical applications for both giving and receiving feedback.

Dealing with Conflict

Conflict occurs almost daily, yet few people learn how to resolve differences in a positive way. Conflict makes many people uncomfortable and they try to avoid it. When issues are unresolved, small disagreements grow into bigger issues and avoidance escalates. Understanding "conflict" gives people the confidence to approach, negotiate and resolve issues that need to be addressed. This workshop will teach participants how to manage workplace disagreements and learn strategies to "talk it through". This workshop uses the Thomas-Kilman model and includes an assessment.

Employment Law and Ethical Decisions

This workshop explores the supervisor's responsibilities in employment, describes the relationship between ethics and values, and provides and understanding of the steps in ethical decision making. Many managers and supervisors and managers find that issues arise they didn't know much about when they were promoted. And yet the importance of knowing about legal and ethical issues may have a big impact their careers. This workshop will provide an overview of Civil Rights Act of 1964, Americans with Disabilities Act, Family & Medical Leave Act, Health Insurance Portability & Accountability Act, Sexual Harassment, Worker's Compensation, and Age Discrimination in Employment Act

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 and implementing a new strategic planning process that merges with line item budgeting and priority based budgeting for the Town of Jupiter. 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 Masters 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.

Judy Garmaise, MSW, CSW, has over 25 years of experience in speaking and facilitating. She has a Bachelors degree from Boston University and her Masters 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.

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 FSU. 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.

City Manager's Office

ITEMS FOR SIGNATURE/REVIEW

CMO LOG #: Apr-11

TODAY'S DATE: 4/4/14

Assigned to: **L. FELDMAN** ☑ **S. HAWTHORNE** ☐ **C. LAGERBLOOM** ☐

Title of Document for Signature: Agreement for Professional Training Services w/ FAU

Memo/Doc # (if applicable): CAM 14-0312 Date of Doc.: 3/15/14

Document received from: Linda Blanco Vote Summary: _____

☐ **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 **C. LAGERBLOOM** _____
(Initial and date above) (Initial and date above)

Rejection/Questions/Additional Information Request:

_____

_____

_____

Comments/Tracking Information:

_____

_____