

FLORIDA ATLANTIC UNIVERSITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of _____ ("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 the City of Fort Lauderdale, a municipal corporation of the State of Florida with a business address of 100 N. 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. Client may terminate this Agreement at any time for any reason upon written notice to University.

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 forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act. 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. Client's performance under this Agreement shall be subject to and contingent upon the availability of funds appropriated by Client's City Commission.

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 have set their hands and seals the day and year first above written.

ATTEST:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida.

JEFFREY A. MODARELLI, City Clerk

By: _____
LEE R. FELDMAN, City Manager

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

By: _____
Assistant City Attorney

ATTEST:

FLORIDA ATLANTIC UNIVERSITY BOARD
OF TRUSTEES

By: _____
Print Name:
Corporate Secretary

By: _____
Print Name:
Chair

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as chair for Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____

EXHIBIT A

Cultural Values and Continued Neighbor Focused Leadership

Moving From Better to Brilliant

For the City of Fort Lauderdale

Proposed Scope of Services

Submitted by:

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

August 26, 2016

Revised September 16, 2016

Revised December 20, 2016

Executive Summary

Fort Lauderdale Vision: We are Fort Lauderdale, a community of choice. We are the City you never want to leave.

Fort Lauderdale Mission: We Build Community

The culture of the City of Fort Lauderdale is results driven. The pressure to meet deadlines, perform and engage in high profile projects can lead to ambitious expectations.

Organizational culture and the workplace environment require attention and specific focus to make sure neither become misaligned with the objectives of the city, and to ensure that both enable trust, confidence and support. Leadership within the city must be philosophically aligned in support of a high performing and results driven culture. Where this does not exist, challenges are often identified and raised.

A number of the challenges raised could be addressed by developing organization-wide values; a more deliberate, purposeful, and expansive messaging campaign that better informs employees; drives CBLT goal alignment; and cultivates an environment where healthy dialog is encouraged. These suggested outcomes pose a high degree of difficulty and yet are entirely solvable. It is important to note that results, high productivity, awards of distinction, and implementing protocols are goals to be esteemed. When these aggressive goals are communicated properly, managed in a healthy work environment of trust, respect, and support, and aligned with organizational values that are strategically deployed through all levels and departments, the organization thrives and achieves higher levels of performance.

Organizational values serve as a compass for employees' behavior at all levels. The values function as a manifesto to define the expectation for how people should perform, and how they will hopefully work and communicate with neighbors and fellow community builders.

On August 2, 2016 the CBLT (Senior Leadership Cohort) was asked: What one word could describe the culture of the City of Fort Lauderdale one year from now? Why? Below are the summarized responses.

1. Dynamic – We are capable of change
2. Trusting – We've started on a path. Trust will grow if leadership continues
3. Collaborative – We will have the same challenges: Communicate better. We have a shared mission beyond our own departments. It's going to take collaboration to build community
4. Exceptional – We are doing the right things and supporting one another
5. Synergistic – We can be synchronized
6. Evolving – Things are always changing and evolving. We have to be willing

7. Adaptive – Realistic. It took us 5 years to get here
8. “Good Exhausted”- From getting together so much; but exhausted in a good way
9. Progress – We have lots of challenges. We want to be adaptive. If we can say we made progress, we’re ok.

This image of the future can be a reality where employees and neighbors never want to leave!

Overview of Proposal

Trainnovations, serving as the subject matter experts through the John Scott Dailey Florida Institute of Government at Florida Atlantic University, will provide services to:

- Develop the organization's cultural values (core, aspirational, and "permission to play" values) using input from all levels of the organization (it is important to note that "*input from all levels of the organization*" does not imply that everyone be in consensus).
- Continue CBLT teamwork, communication, and trust building.
- Provide guidance for the senior staff to direct, support and manage all components of building a culture of organizational health to achieve the vision and mission through performance excellence.

Objectives of the program are:

- Continue to engage in cultural shifts to ensure organizational health.
- Engage all employees in the development of the organization's cultural values.
- Work with CBLT to create buy-in and support for the development of the values.
- Assist CBLT to model the way as the organization shifts to values-driven decisions and behavior.
- Serve as a resource to aid the CMO in providing supportive action, communication, and trust building within the organization.

FAU IOG is dedicated to helping the City of Fort Lauderdale achieve balance between a culture that is results-driven and a culture that demonstrates value for its employees through management that is accountable for both; through a strategic and deliberate messaging effort; and by the development of a framework to reduce mistrust. These steps will ultimately shift the culture to one of organizational health and an engaged high performing workforce producing higher levels of service to neighbors.

Success and dependencies of the program:

1. Values must be authentic – everyone in the organization is held to the same standards from the City Manager to the line level staff.
2. Values statements must provide a distinct, clear and unwavering blueprint for employee behavior – they impose a set of fundamental strategically sound beliefs on a broad group of people.

3. Values must be weaved into everything including all processes, procedures and policies. Employees in the City must be reminded often as the values form the basis for every decision the City makes (Note: deployment plan is not included in this proposal and will be developed for FY19).
4. Values must be messaged constantly and consistently by all stakeholders. The City Manager, ACMs and CBLT members must be vocally and visibly accountable to the values. The leadership must “model the way.” It is impractical to expect that employees would rally around a set of values that appear hollow because the ideals aren’t practiced and upheld by leaders in the organization.

Overall activities and methods

1. While the subject matter experts have some ideas based on experience, the methodology is intended to be a collaborative effort between FAU IOG and City of Fort Lauderdale.
 - a. We aim to use affinity diagrams, multi-voting and other six sigma tools as objective data tools
 - b. We expect to use a variety of delivery tools to reach all levels such as paper, in person and digital mechanisms
 - c. We plan to “touch” as many employees as possible collecting “fingerprints” (input from all levels of staff)
2. Communication and messaging is a crucial piece of the puzzle and success is reliant on clarity, frequency, accuracy, courteousness and consideration.
3. The commitment by the CBLT and Executive Strategy Team to help develop and define the values behavior, and demonstrate a willingness to model the behavior is essential. Interactive meetings and activity sessions will assist in further defining both favorable and unfavorable behavior.
4. The benefit of this project for the entire staff is having an organization wide assignment to rally around and build more team solidarity.

The following roadmap assumes a March 2017 start. The timeline is adjustable if the agreement and contracting process is delayed.

Proposed Road Map

Moving the Team Toward Solutions

Phase 1 (March 2017 – June 2017)

Description: Collaboration

- Build consensus for the strategy and plan, the methodology, and schedule of events.
- Apply change management techniques using Kotter approach.
- Encourage collaborative dialog to address the following projects, including but not limited to their intersection with the development of values:
 - o Change management
 - o Flexible working arrangements
 - o PSM review process
 - o Internal communication and engagement
 - o Class and Comp Study
 - o Performance evaluation review
 - o Software implementations
- Explore opportunities to capitalize on CBLT scheduled meetings.

Participants: CM and ACMS, Structural Innovation, HR/Organizational Development, and CBLT (includes 128 hours of onsite facilitation/meetings and offsite planning/development)

Action Steps: Meetings with active participation and input, consensus and commitment and a built in component of engaging activity (the number of meetings depends on the responsiveness and ability to build consensus)

Outcomes:

- A clear understanding of the plan.
- Comprehension about CBLT support and buy-in for the initiative, the team and the strategy.
- Awareness and insight about the implications of lack of support and buy-in for the initiative.

During Phase 1 –Work with the Assistant Public Affairs Manager

In the current environment, a dedicated communications plan is needed to create, develop and implement a culture of organizational health, engagement, and performance. Together we will work

with Human Resources and Structural Innovation and other experts in an effort to move the organization forward with these efforts.

Phase 2 (July 2017 – September 2017)

Description: Communication

- Develop the organization-wide communication – messaging the introduction of the initiative, the timeframe, methodology, and engagement approach to “touch all employees.” – This is a critical component and requires trust, respect, and support.
- Continue CBLT (Senior Leadership Cohort) meetings to ensure support, alignment and integration.

Participants: CM and ACMs, PAO, HR/Organizational Development, Structural Innovation, CBLT (includes 104 hours of onsite facilitation/meetings and offsite planning/development)

Action Steps:

- Meet with CM and ACMs to maintain communication and sponsorship
- Working sessions with participants and check back meetings

Outcome: A fully developed **plan** for Communication and development of Cultural Values Campaign including checkpoints for review and quality improvement

Phase 3 (October 2017 – March 2018)

Description: Gather Input at All Levels

- Engage all staff to gather input for development of organizational values.
- Meetings with CBLT to focus on continuous behavior shifting models.
- Learn supportive measures that reinforce both productivity and organizational health to sustain the shifting culture.

Participants: All staff

(includes 256 hours of onsite facilitation/meetings and offsite planning/development)

Action steps:

- Implement the plan to engage all staff to obtain individual touches - “the finger prints of staff values.”
- Meetings with CM and ACMs to develop further communication for continued support for culture shifting.
- Continue to formalize the message to all staff.

Apply “Support” Campaign

- Campaign the talking points with positive and consistent messaging.

- Demonstrate consistent support for culture change.
- Offer the story with conviction; the story supported by and modeled by the CM, ACMs, and CBLT.
- Be persistent about living the message by consistently modeling the way.

Phase 4 (April 2018 – August 2018)

Description: Finalize the organizational values and arrive at agreed upon statements that work (rather than reaching a decision the organization may later regret). Executives should discuss values over a number of months; they should consider and reconsider how the standards will play out within their corridors.

Participants: CM, ACMs, CBLT, Structural Innovation, HR/Organizational Development, and PAO

(includes 40 hours of onsite facilitation/meetings and offsite planning/development)

Action steps: Meetings, active role play, scenarios, problem solving, and authentic dialog

Outcome: A series of values statements that when implemented properly, will drive the behavior, decisions, and results of the City of Fort Lauderdale.

Please note: this is not a quick fix. Those that attain organizational health are committed to personal, team, and organizational shifts (shifts that are effective, long term, and sustainable) at all levels with “Leaders leading Leaders” effectively and efficiently.

October thru September 2019 (Implementation)

(approximately 350 hours of onsite facilitation/meetings and offsite planning/development)

\Empower, Implement, and Communicate the Values-Driven Culture

- Continuous Campaigning of Values Driven Culture - Message campaign to citywide staff using a variety of mechanisms and creative strategies
- Ongoing communication with CBLT – drive the message to all staff and model the way using congruent behavior without exception
- Develop purposeful coaching and consequences for counterproductive behaviors for people at all levels of the organization whose actions are not in alignment with the narrative and shifting culture
- Develop action and behavior examples that are in complete alignment with the “picture of new culture” starting at the top of the organization
- Measure qualitative environmental shift (metrics to be developed)

PRICING STRUCTURE

Total Fee: \$201,940 for approximately 878 hours combined off site and onsite time.

Onsite time is dedicated for planning strategy, implementation and organization health meetings:

Offsite time is dedicated to design and redesign (based on cycles of improvement), development and redevelopment (based on cycles of improvement) and dialog using all methods and mechanisms of communication.

The average hourly rate is \$230.00 or \$33.33/person/hour (6 people).

The fees include:

- FAU Institute of Government administrative and contracting fees
- Onsite meetings, dialog, phone conversations, consultation, and plan revisions
- Subject matter experts from FAU IOG on and offsite work dedicated hours estimated above

These fees do not include:

- Printing
- Materials such as flipchart paper, markers or post it notes
- Venues, food and beverage

FAU IOG will make every attempt to provide a convenient and plausible schedule with the City of Fort Lauderdale. Upon agreement of the schedule, FAU IOG will hold the dates and execute the agreed upon content. If the City of Fort Lauderdale deems it necessary to cancel or change a workshop date, 3 working days advance notice is required to do so without penalty of paying 50% of the fee for the workshop.