

Meeting Date: March 24, 2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH,
FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO
OR MOTION: EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH
AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED
ORGANIZATIONAL IMPROVEMENTS METHODOLOGIES LEADERSHIP TRAINING.
(Fiscal impact: \$65,000)

Summary of Purpose and Why:

Pompano Beach is requesting the services of Total Quality Management to provide Lean Six Sigma White and Yellow Belt training. Lean Six Sigma quality improvement methods focus on streamlining processes, reducing errors, improving product quality and customer satisfaction. The White Belt training provides an overview of Lean and Six Sigma. Upon obtaining the certified White Belt, staff will be familiar with the basic principles and vocabulary of Lean Six Sigma. Upon obtaining the certified Lean Six Sigma Green Belt, staff will possess a thorough understanding of how to perform and interpret Six Sigma tools and how to use standard principles in Lean.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes – Assistant to the City Manager for Ext. 4601
Budget and Strategic Planning
- (3) Expiration of contract, if applicable: Upon completion of scope of work.
- (4) Fiscal impact and source of funding: \$65,000
expensed from 001-1360-513-3160.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	<u>3/12/15</u>	<u>Approve</u>	<u>[Signature]</u>
Finance	<u>3/16/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/17/15</u>	<u>[Signature]</u>	<u>[Signature]</u>

City Manager

[Signature: Ominson Bead]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____



City Attorney's Communication #2015-706

March 13, 2015

TO: Ernesto Reyes, Assistant to the City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution - Service Contract / Advanced Leadership Training

As requested in your memorandum of March 12, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

/jrm
l:cor/mgr/atcm/2015-706

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Total Quality Management Services, Inc. for Advanced Organizational Improvement Methodologies Leadership Training, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Total Quality Management Services, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Total Quality Management Services, Inc., hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Lean Six Sigma White and Yellow Belt Training services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be April 2, 2015. Contractor shall commence Lean Six Sigma White and Yellow Belt Training services for the City and continue operation through June 30, 2015; **OR** until completion of Scope of Work.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$2,500 per day (8hrs) for White Belt Training.

Payment of a Fixed Fee of \$7,500 per Class for Yellow Belt Training.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted monthly in advance.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Mike Kelly, President, TQMs, Inc.
Total Quality Management Services, Inc.
One Old Meadow Way
Palm Beach Gardens, FL 33418

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall provide proof of workers compensation insurance in accordance with Florida Statutes 440 or provide the City with a waiver of workers compensation insurance, in accordance with state law.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Total Quality Mgmt. Svcs., Inc.
(Print name of company)

Witnesses:

Mark Johnson
Tina Anderson
Brandy Merroy

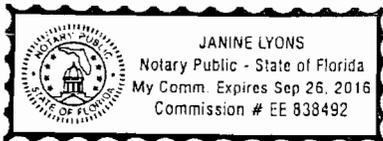
By: Michael R. Kelly
Print Name: MICHAEL R. KELLY
Title: PRESIDENT
Business License No. N/A

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Michael R. Kelly as President of Total Quality Management Svcs Inc. A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL DRIVER'S LICENSE (type of identification) as identification.

NOTARY'S SEAL:



Janine Lyons
NOTARY PUBLIC, STATE OF FLORIDA
Janine Lyons
(Name of Acknowledger Typed, Printed or Stamped)
EE 838492
Commission Number

l:agr/genl srvs/service contract

Exhibit “A”

SCOPE OF SERVICES

I. PREPARATION

A. Meet with the CPB Administration Leadership Team to:

- Understand the culture of the CPB Administration
- Establish expectations, objectives, and needs for the training.
- Identify related core processes, key metrics, and performance improvement priorities
- Establish criteria for obtaining the White Belt certification (e.g., a test, improve something, complete online tutorial, etc.)
- Consider ‘next steps’ following the training; what the training should prepare people to do
- Discuss administration of the training (e.g., Lead Team participation, food and beverages, equipment, etc.)

White Belt Training Course Overview

II. TRAINING

A. Training

- Training duration: Provide at least eleven days of White Belt training.
- Train approximately 550 City of Pompano Beach (CPB) white belt participants not to exceed 25 per session.

B. Training content to focus on:

- Process Control Plan
- Introduction to Lean, lean tools, and types of waste
- Overview of Six Sigma, DMAIC methodology, and variation

III. OBJECTIVE

A. After completing this workshop those attending will be able to:

- Relate Lean Six Sigma concepts to the overall business objectives.
- Lend support to process improvement projects as a Team Member.
- Participate in improving productivity.
- Help identify and reduce waste to increase customer satisfaction.
- Communicate using Lean Six Sigma concepts.

Yellow Belt Training Course Overview

IV. TRAINING

A. Training

- Training duration: Provide at least five Class sessions of Yellow Belt training.
- Train approximately 100 City of Pompano Beach (CPB) yellow belt participants not to exceed 20 per session.

V. OBJECTIVE

A. After completing this workshop those attending will be able to:

- Relate Lean Six Sigma concepts to the overall business objectives.
- Communicate using Lean Six Sigma terminology.
- Participate in the development or refinement of a project charter.
- Use the five-step DMAIC model to improve processes.
- Build and interpret fundamental quality and lean tools.
- Identify the root causes and implement improvement ideas.

TQM'S RESPONSIBILITIES

A. Early stages of a Lean Six Sigma deployment initiative can be challenging. It is essential for success to create an infrastructure and improvement plan that works best for your Vision and Strategic Goals. Deployment options that may work within your culture and environment include:

- Build an improvement organization, or develop independent improvement specialists - belts?
- Fix current problems, or evolve a culture that embraces continuous improvement throughout the organization?

Create a long-term process management organization?

Answers to these questions are dependent on multiple variables including:

- Level of involvement desired by organizational leadership
- Size of workforce
- Proportion of employees that will participate
- Managing at multiple locations
- Ability of your departments to work well together

In addition to learning the basics about Lean and Six Sigma, developing the answers should be addressed as part of the Executive Team training.

B. Training may require Pre-work.

- C. Training materials provided by TQMS, Inc. to include Master files in MS Word, PowerPoint, and pdf formats.
- D. Course outline, learning objectives, and flow to be agreed upon by both TQMS, Inc. and COPB prior to commencement of training.
- E. Criteria for obtaining the training certification to be agreed upon by both TQMS, Inc. and COPB prior to commencement of training.
- F. Agree upon administration of the training (e.g., Leadership participation, location, food and beverages, equipment, laptops, etc.).
- G. Participants may use paper workbooks as provided by COPB, or computers, also provided by COPB, to view and take notes from pdf files. Computers must be equipped with MS Excel 2010 and Adobe Reader XI when necessary for reading and taking notes with pdf file.
- H. A standardized test will be administered following the training.
- I. Participants will have access to numerous templates, tool explanations, and other resources necessary to be functioning project contribute.

CITY OF POMPANO BEACH'S RESPONSIBILITIES

It will be the City's responsibility to:

- A. Define responses for Scope of Services/Preparation
- B. Provide a training venue, including equipment, conducive to learning
- C. Provide for participant learning needs (e.g., materials, food & beverages, time)
- D. Support desired training outcomes; as yet undefined



March 11, 2015

Mr. Mike Kelly, President
Total Quality Management Services, Inc.
One Old Meadow Way
Palm Beach Gardens, FL 33418

Dear Mr. Kelly,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Blvd., Ste. 430, Pompano Beach, 33060. If you have any questions about this letter please telephone me at

Very truly yours,

Ernesto Reyes
Assistant to the City Manager for Budget and Strategic Planning

Vendor/Company Name here has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Vendor/Company Name here**. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature

3/13/2015
Date

MICHAEL R. Kelly, PRESIDENT
Name and Title (print)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Total Quality Management Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1 Old Meadow Way 6 City, state, and ZIP code Palm Beach Gardens, FL 33418	Requester's name and address (optional) City of Pompano Beach P.O. Box 1300 Pompano Beach, FL 33060
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
6 5 - 0 1 4 1 4 8 5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Michael R. Kelly</i>	Date ▶ 3-13-2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Michael R. Kelly
1 Old Meadow Way
Palm Beach Gardens, Florida 33418
o: 561.627.6695
c: 561.346.8946
e: kellysonk@comcast.net

SUMMARY OF PROFESSIONAL QUALIFICATIONS

- Experienced consulting and learning development business owner since 1989
- Extensive background in people development – primarily leadership, lean, and six sigma
- Superb written and oral communication skills, specializing in consolidating key information
- Published author – Everybody’s Problem Solving Handbook, 1991
- Developer of customized programs covering topics such as Strategic Planning, Lean Six Sigma, Process Management, Leadership Development, Team Building, Project and Change Mgmt.
- MBA
- Certified Master Black Belt
- Certified Master Trainer
- Faculty at NextEra University, ING Business School

PARTIAL LIST OF CLIENTS

- | | |
|--------------------------|---------------------------------|
| ▪ Union Pacific Railroad | ▪ Aurora Healthcare |
| ▪ BNSF Railways | ▪ Coca Cola |
| ▪ York International | ▪ JM Family Enterprises |
| ▪ Schreiber Foods | ▪ ING Financial Services |
| ▪ Cigna HealthCare | ▪ TIAA-CREF |
| ▪ NextEra Energy | ▪ ETS |
| ▪ Holy Cross Hospital | ▪ Brevard County Government |
| ▪ Catholic Health East | ▪ Texas Health Harris Methodist |

ACCOMPLISHMENTS

- 2013, – Developed and implemented a 2-day Process Management Workshop and a 3-day Lean Improvement Workshop at NextEra Energy. Developed a Strategic Plan for the City of Plant City Florida. Developed and conducted White Belt training for the City of Pompano Beach Florida.
- 2012, April – Assisted ETS, Princeton, NJ in developing strategies to address Enterprise Risks. Consulted with Holy Cross Hospital with Strategic Planning.
- 2011-present – Yellowbelt training and consulting at NextEra Energy.
- 2010-present – Developed, consult, and teach Root Cause Analysis at ETS.
- Faculty at ING Business School 2000 to 2012.
- 2007-2010 – Provided Lean Six Sigma training and project consulting to TIAA-CREF, a leading financial services company. Conducted leadership training for Catholic Health East.
- 2006-2008 – Developed a 360^o safety leadership survey and prepared summary reports for over one thousand leaders of a national construction materials business. Developed and conducted leadership training for Holy Cross Hospital.
- 2005-2007 – Assisted ING Financial Services Asia Pacific Region achieve a hard cost savings >80MM Euros while serving as Master Black Belt to the Chief Operating Officer.
- 2001-2008 – Developed an extensive two-week Basic Leadership program for Florida Power & Light Company, and helped train over 1000 new supervisors. Developed
- 1992 – Authored “Everyone’s Problem Solving Handbook,” (Productivity Press).

WORK HISTORY

1989-PRESENT – Owner, President of Total Quality Management Services, Inc.

1971-1989 – Various positions at Florida Power & Light Co.

1968-1970 – US Army, Vietnam

TESTIMONIALS

- “Mike is a great teacher. Lean Six Sigma became a philosophy of management for me after his training!” *Mauro Muraro, Marketing Manager Conto Arancio, ING Direct*
- “Mike is an organizational savvy and impactful change leader who is very effective at judging what will and will not work in a given environment. His sound underpinnings in training, curriculum development, organizational psychology and dynamics give him a distinct advantage in translating strategic change into practical reality.” *Bob Walton, SVP Kaiser Permanente*
- “Mike and I work as Faculty members at the leadership training facility of a global financial institution. Mike brings a wealth of knowledge, both as a manager and as a consultant for over 20 years. He is both a pragmatic and flexible colleague, who is fun to work with. I would highly recommend him!” *Merel Ritsma, Managing Director & Founder, Six Sigma & Lean MERITS (www.merits.nl)*
- “I’ve known Mike for over 30 years; he has been my mentor for the past 20 or so. He is a terrific person and a great trainer and facilitator. His ability to pull people together is unmatched.” *Steve Dickinson, President and CEO, PQS, Inc.*

REFERENCES

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