

Meeting Date: 04.14.2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE
OR MOTION:

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 FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES TO PROVIDE TRAINING SERVICES FOR PROJECT MANAGEMENT AND LEAN SIX SIGMA GREEN BELT CERTIFICATIONS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This agreement will allow Florida Atlantic University's College of Business to offer Project Management and Lean Six Sigma Green Belt certifications to approximately 68 employees over the next 12 months onsite at the City of Pompano Beach.



QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Human Resources/Budget
- (2) Primary staff contact: Michael Smith/Ernesto Reyes Ext. 5549/4049
- (3) Expiration of contract, if applicable: April 14, 2016
- (4) Fiscal impact and source of funding: \$108,664 to come from General Fund Reserves.

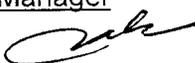
DEPARTMENTAL COORDINATION

Budget

Human Resources

City Attorney

City Manager



DATE

03.31.2015

03.31.2015

3/31/15

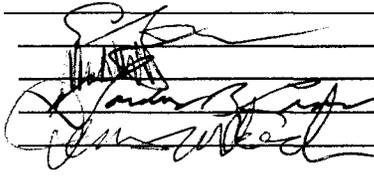
DEPARTMENTAL RECOMMENDATION

Approve

Approve

Reviewed for form & correctness

DEPARTMENTAL HEAD SIGNATURE



ACTION TAKEN BY COMMISSION:

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

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 FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES TO PROVIDE TRAINING SERVICES FOR PROJECT MANAGEMENT AND LEAN SIX SIGMA GREEN BELT CERTIFICATIONS; 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 Florida Atlantic University Board of Trustees to provide training services for project management and Lean Six Sigma Green Belt Certifications, 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 Florida Atlantic University Board of Trustees.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

HUMAN RESOURCES

Michael Smith, Human Resources Director

E: michael.smith@copbfl.com | P: 954.786.4626 | F: 954.786.5553

DATE: March 31, 2015
TO: Dennis Beach, City Manager
FROM: Mike Smith, Human Resources Director
SUBJECT: Service Agreement- FAU for Lean Six Sigma and Project Management Training



This item approves a Service Agreement with Florida Atlantic University Board of Trustees to provide for onsite training leading to certifications for approximately sixty eight staff in Project Management and Lean Six Sigma Green Belt.

Lean Six Sigma was developed in the private sector in the 1980's at Motorola, General Electric and Florida Power and Light to reduce waste, improve efficiency, and produce better outcomes for customers. Today Lean Six Sigma is widely used in many of the Fortune 500 companies.

Training will be provided in four six day series from April 14, 2015 until February 12, 2016 through the FAU College of Business.

This training is an objective under Confidence Building Government -2.4.2

Cost of this item is \$ 108,664 over two fiscal years.



SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of March, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, 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 training services for Project Management and Lean Six Sigma Green Belt certifications 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 14, 2015. Contractor shall commence services for the City and continue operation through April 13, 2016.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention;

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 described in Exhibit "A"

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

Invoices shall be submitted as noted in Exhibit "A" for each session.

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: Florida Atlantic University
Natalya Sabga, PMP
Assoc. Director - Corporate Training & Special Projects Executive
Education
Florida Atlantic University
777 Glades Rd. Bldg. 93, Ste. 201
Boca Raton, FL 33431

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. The parties agree that each shall maintain a qualified insurance program in the limits specified in Florida Statute 768.28. The insurance programs shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. The parties agree to exchange a Certificate of Insurance evidencing each parties insurance program. In the event that either parties insurance program is modified during the term of this Agreement, the party whose plan is being modified shall provide the other party with at least thirty (30) days prior written notice.

16. Indemnification. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

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 and the Contractor are public agencies subject to Chapter 119, Florida Statutes. The City of Pompano Beach and the Contractor shall comply with Florida's Public Records Law. Specifically, to the extent applicable, 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.

29. The Contractor 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.

30. To the maximum extent permitted by law, in no event shall either party 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.

31. 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.

32. The Contractor reserves all rights with respect to the services and materials provided by the Contractor or the work-product developed by the Contractor in connection with the services. Nothing herein shall purport to grant or convey any interest or right to the Contractor's services, materials or work-product or grant any exclusivity with respect thereto.

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”

Florida Atlantic University Board of Trustees

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract

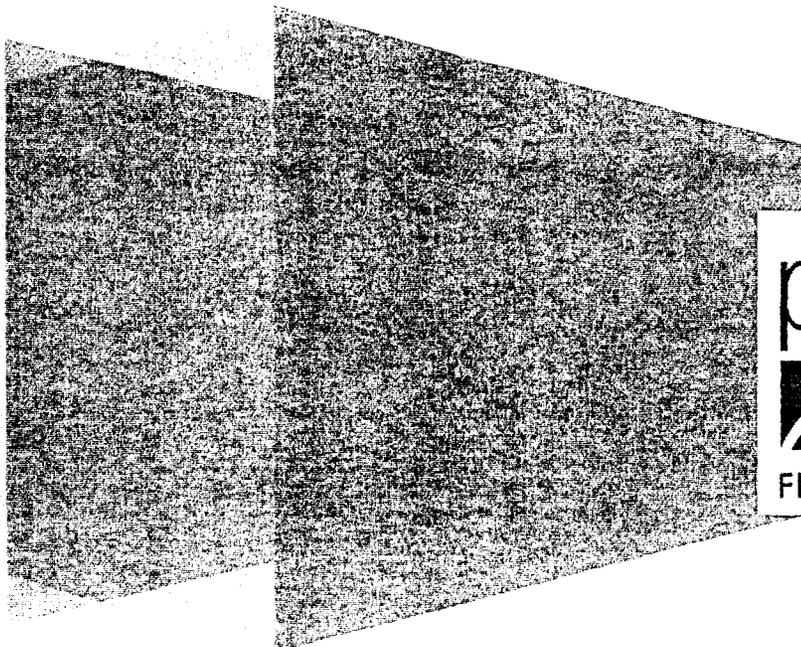


EXECUTIVE EDUCATION

College of Business
Florida Atlantic University

PROJECT MANAGEMENT & LEAN SIX SIGMA GREEN BELT TRAINING

Customized On-Site Programs *For:*



CLIENT **City of Pompano Beach**

CONTACT

Michael Smith, IPMA-CP
Human Resources Director
City of Pompano Beach
Office: 954-786-5549
Email: Michael.Smith@copbfl.com

PROGRAM OFFERINGS

Project Management Overview & Lean Six Sigma Green Belt Certification Training

Program Overview

- A certification course which will introduce participants to enhanced problem-solving skills, using the ‘DMAIC’ (Define, Measure, Analyze, Improve and Control) model, and provides the knowledge and skills needed to form and facilitate Six Sigma teams and manage Six Sigma projects. In addition, this certification program includes Lean components. Six Sigma's focus on quality complements Lean techniques focused on efficiencies; and, when combined, these skills promote business and operational excellence. Upon successful completion of the course and a final exam passing grade of 80%, participants will be certified as Lean Six Sigma Green Belts.
- Length: 35 Hours (5 days)
- Time: 8:30am – 4:30pm
- Fee:
 - Min. 17 /Max. 25 attendees per session
 - \$1,598.00 per attendee
- Inclusions:
 - Pre-training meetings: (included) 2, for the purposes of identifying City processes and projects for reference in the training sessions
 - Workbook
 - Textbooks
 - Certificate of completion

Program Schedule

Session 1

GB 1 : April-May, Tuesdays @Emma Lou Olsen Center

- Project Management (1day): Tues. April 14, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Tuesdays, April 21, 28, May 5, 12, 19, 2015

Session 2

GB 2 : June – July, Mixed Days@ Emma Lou Olsen Center

- Project Management (1day): Wed. June 17, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Thurs., Fri. June 18, 19, 2015
 - Mon.-Tues.-Wed. June 29, 30, July 1, 2015

Session 3

GB 3: Oct. – Dec., Fridays @Fire Training

- Project Management (1day): Fri. Oct. 23, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Fridays, October 30, November 6, 13, 20, December 4, 2015

Session 4

GB 4: Jan. – Feb., Fridays @Fire Training

- Project Management (1day): Fri. January 8, 2016
- Lean Six Sigma Green Belt Certification (5-days): Fri.
 - January 15, 22, 29, February 5, 12, 2016

Program Attendees

City of Pompano Beach will furnish FAU with an accurate list of attendees and final headcount no later than fourteen (14) days prior to program start date.

Program Location

Program may be conducted at the aforementioned City of Pompano Beach locations.

Program Facilities

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

Program Instructors

Project Management: the instructor for the Project Management (1-day) sessions will be PMP®-certified.

Lean Six Sigma Green Belt: the instructor for the Lean Six Sigma (5-day) sessions will be a certified Lean Six Sigma Master Black Belt.

PROGRAM FEES

SESSION	TOTAL FLAT FEE (up to 17 attendees)
1	\$27,166.00
2	\$27,166.00
3	\$27,166.00
4	\$27,166.00
Tot. Flat Fees Due	\$108,664.00

Attendees 18-25	\$1,598.00 per person
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Program Collaboration



KEY PERFORMANCE

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.

Terms & Conditions

i. **Content**

The City of Pompano 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 Pompano and FAU will mutually agree upon content, direction, and applicable fees for said future programming separately.

ii. **Billing**

Payment Schedule:

a. **100% of fees per session** will be invoiced *60 days prior to each program start*

- i. *NOTE:* Session 1 will be invoiced at agreement execution (< 30 days away from start)
- ii. The balance of fees due for any session (should headcount change between 60 day advance window and program start date will be invoiced with the following session
- iii. In order to accurately invoice, City of Pompano Beach will furnish FAU with an accurate list of attendees and final headcount no later than twenty-one (21) days prior to program start date

b. All invoices are payable within thirty (30) days of the invoice date.

iii. **Cancellation**

Should The City of Pompano cancel the program less than fourteen (14) prior to commencement of the program, The City of Pompano will still be responsible for covering the costs of administration, instructional time and materials. Customization and integration of City of Pompano processes and systems will also be billable at \$150.00/hr, pro-rated for the hours completed at time of cancellation.

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 Pompano provide the following information for each of its attendees in the form of an Excel document:

Name, Physical Address, Email Address, Title