FLORIDA ATLANTIC UNIVERSITY PROFESSIONAL SERVICES AGREEMENT

	I NIS	Profe	ssionai	Service	es Ag	reement	("A	greeme	ent") is	ente	erea	into a	as	OĪ
				("E1	fective	Date"), I	oy an	d betwe	en the F	lorida	a Atlai	ntic Uni	vers	ity
Board	of Tru	stees,	a public	body co	orporate	e of the	State	of Flori	ida, on l	behalf	of Th	ne Johr	ı Sc	ott
Dailey	Florida	a Institu	ite of Go	overnme	nt at Flo	orida Atla	antic l	Jniversi [*]	ty, with a	an add	ress	of 777 (Glad	es
Road,	Build	ing 44	f, Roo	m 108,	Boca	Raton,	FL	33431	("FAU"	" or	"Uni\	ersity")	, a	nd
							, a			_ with	a bus	iness a	ddre	ss
of						_		"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 <u>Exhibit A</u> 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.

	FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, on behalf of The John Scott Dailey Florida Institute of Governmen at Florida Atlantic University
Signature	Signature
Name	Name
Title	Title
Date	 Date

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

EXHIBIT A STATEMENT OF WORK/DESCRIPTION OF SERVICES

Strategic Planning Preparing for the Future The City of Boynton Beach



Proposal Presented to:

Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, FL 33425-0310
laverrierel@bbfl.us

By Trainnovations® P.O. Box 7654, Jupiter, Florida 33468

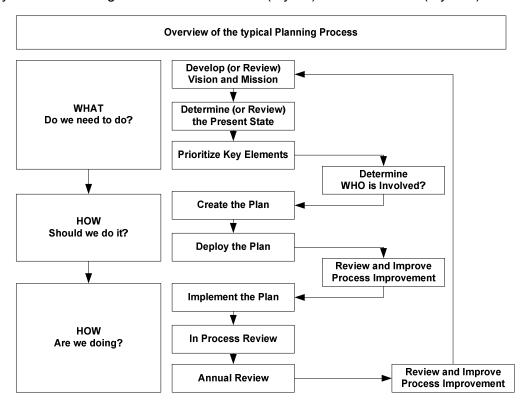
In partnership with The John Scott Dailey Florida Institute of Government at Florida Atlantic University

February 25, 2016

EXECUTIVE SUMMARY

In today's environment, if you are standing still, you are falling behind! Strategic planning is an organization's process of defining its strategy, or direction, making decisions on resource allocation and prioritizing to achieve the vision. An organization, to be effective, defines their strategic objectives, the most important goals for them, and the timetable for achieving them.

The systematic approach to strategic planning for local governments ensures the organization's ability to address current needs and have the agility to prepare for successfully for the future. This includes definition of the vision, safeguarding funding levels, and ensuring capacity to achieve the goals for both near term (1 year) and future term (5 years).



The success of the strategy depends on accountability for:

- Elected officials, senior leader's, and staff support
- Active participation and authentic dialog
- Funds to support the selected and agreed upon priorities
- Proper deployment and implementation

CONTRACTING AND BUDGET

Trainnovations contracts with all local governments through the FAU John Scott Daily Institute of Government (and not contract directly with any local government). Fee: \$15,000.00 The City of Boynton Beach will only be billed for hours used on a monthly basis.

Fees include all conversations, discussions, meetings, materials, and activities and the FAU administrative fee. These fees do not include venue fee or food and beverage.

AVAILABILITY

We will make every effort to schedule and coordinate calendars as needed to ensure an on time delivery.

Strategy Approach and Tasks

Phase 1	Analyze 2014 Strategic Plan as the starting place								
	Current state analysis - Meet with CM to discuss process, review progress of last year's Strategic Plan and Action Plans.								
	Conduct interviews with Commissioners (What does the city want, need and what are they willing to pay for?)								
	Deliver information on the current state								
	 Review Mission, Vision and Values (to get their suggestions or confirmation) 								
	Use interview questions to get their input, opinions, and ideas and document results								
	Provide feedback to CM and Senior Staff								
	 Develop 8-10 overarching results categories (such as traffic, green space, safety, or other specific groupings 								
	 Determine potential policy and project opportunities for each results category (strategic initiatives) 								
	Identify significant changes and stakeholder needs and expectations with specific ideas and issues that need to be addressed in Strategic Plan								
	Prepare the Commissioners for workshop session by providing advance notice on objectives and questions to consider – individually by email with return to Trainnovations only								
Phase 2	Commission ½ day session – Publically Review Mission and Vision and Core Beliefs								
	Present Results Categories and Facilitate Discussion for Action Items								
	Executive Team and Staff involvement								
Phase 3	Conduct CM and Director Session to discuss Commissioner interviews, review accomplishments, Staff's opinion on Commission issue to consider, issues raised at ½ day Commission session								
	Meet with CM (and Senior Staff) – Present outcomes								
Phase 4	Commission full day session								
	Facilitate a Workshop to review, assess, select and prioritize strategic initiatives								
	Prepare a written summary of key outcomes								
Phase 5	Prepare Strategic Plan								
riidse 5	Prepare a Strategic Plan Documents								

TRAINNOVATIONS METHODOLOGY

The hallmark of our methodology is to build capability through action learning – Facilitate, Demonstrate, Practice and Evaluate. All work will be delivered using an approach that builds understanding through action.

- Facilitating through coaching using a process management model framework
- Demonstrating through leading by example and walking the process from end to end
- *Practicing* through role playing where participants gain hands on experience
- Evaluating through a continuous improvement cycle that ensures the process meets specific outcome requirements and participants gain a strong level of understanding

TRAINNOVATIONS CORE VALUES

Trainnovations consultants live and embrace these core values by enthusiastically advancing the **STAIRway to Excellence**.

- Systems focus We believe an organization's overall performance requires systematic approaches, deployment, learning and integration. Linkage and alignment refer to the depth and breadth of processes, actions and results.
- **T**eam and personal learning We are committed to continuous improvement and learning which is practiced daily. We focus on being the example and sharing the knowledge. This results in more satisfied consultants and cross functional capability.
- Agility We believe in the capacity to rapidly change and be flexible in the complex work environment.
- Innovation We believe making meaningful changes that positively impact the results of the work product. Our consultants present innovative solutions and build a case for innovation.
- Responsiveness We are sensitive to external and internal customer needs. We recognize that customer and employee driven excellence is a strategic concept. This demands awareness and openness of key success factors.

Trainnovations' **mission** is to guide organizations moving from *Better to Brilliant* by changing culture and implementing performance excellence. We assist inbuilding capability and capacity and sustainability in an organization.

Our clients include: The Cities of Fort Lauderdale and West Palm Beach, The Town of Jupiter, Village of Tequesta, City of Coral Springs, City of Miami Beach, Village of Islamorada, Broward County, Palm Beach County, FDOT District 4.

References with contact information on Page 6.

TRAINNOVATIONS FACILITATORS

Trina Pulliam, Founder, has 23 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 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, implementing a new strategic planning process that merges with line item budgeting and priority based budgeting for the Town of Jupiter, and a time/task project identifying gaps in efficiencies for the City of WPB Parks Department. She has completed strategic planning with several municipalities. 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.

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 Florida State University. She started and managed several initiatives from strategic planning, townwide 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.

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 and coaches business professionals at all levels, from managerial to front line staff 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.

REFERENCES

PBC Tax Collector FY07-FY10

Senior Leadership Teamwork, Mission, Vision, Values, Strategic Planning, Six Sigma Performance Teams

Anne Gannon, Constitutional Tax Collector 561-355-2805, AGannon@pbcgov.org

Georgette Bonifacio Carroll, Goddess of Excellence and Opportunity 561-355-3934, GCarroll@pbcgov.org

City of Fort Lauderdale FY14 to Present

Senior Leader Teamwork, Leadership Development

Lee Feldman, City Manager, <u>LFeldman@fortlauderdale.gov</u>

Stanley Hawthorne, Assist. City Manager, SHawthorne@fortlauderdale.gov

Kristin Tigner, Deputy Director, HR, KTigner@fortlauderdale.gov

Town of Jupiter FY09 to Present

Senior Leadership Teamwork, Six Sigma Performance Teams, Cross Functional Work Team Problem Solving, Strategic Planning

Andy Lukasik, Town Manager 561-741-2214, AndyL@jupiter.fl.us

Lori Bonino, Town of Jupiter, Asst. Town Manager, 561-741-2214, lorib@jupiter.fl.us

City of West Palm Beach FY12 to Present

Strategic Planning, IT Infrastructure Project, Project Facilitation, Performance Improvement, Project Management Workshops

Jeff Green, City Administrator , JGreen@wpb.org

Danielle Slaterpryce, Assistant City Administrator561-494-1089, dslaterpryce@wpb.org

Mike Russell, SPHR Talent Development Officer 561-494-1009, mrussell@wpb.org

Christine Brevik, Director of IT, (561) 822-1224, CBrevik@wpb.org

Village of Wellington FY10 to FY13

Budget Blitz Project, Leadership Academy, Customer Service Improvement Project

Francine Ramalia (Former Assistant Village Manager; Currently City of Delray Beach Assistant CityManager)

Kimberly Gibbons, PHR, Human Resources Manager561-791-4063, kgibbons@wellingtonfl.gov

Broward County Government FY09 to Present Workshops, Process Mapping, Team Facilitation

James Carbone, Broward County, Enterprise Technology Services 954-357-6353, JCARBONE@broward.org

Leah Brasso. Acting Finance Director at Broward County Government, Port Everglades, LBRASSO@broward.org

Ruth Myles and Mona Gordon, Learning and Organizational Development 954-357-6441, RMYLES@broward.org, MOGORDON@broward.org>