RESOLUTION NO. 15-05-47

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT WITH FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES ON BEHALF OF THE JOHN SCOTT DAILY INSTITUTE OF THE FLORIDA ATLANTIC UNIVERSITY FOR AN ALIGNING AND INTEGRATING PROCESS AND PRODUCTION IMPROVEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) recognizes that the delivery of quality customer service in a timely manner is of utmost importance; and

WHEREAS, the Village Manager researched available services specializing in evaluating and making recommendations to improve workflow and processes for government services specific to building permit and development permit activities; and

WHEREAS, the Florida Atlantic University Board of Trustees on behalf of the John Scott Daily Florida Institute of the Florida Atlantic University (“FAU”) specializes in the services sought by the Village; and

WHEREAS, upon request from the Village Manager, FAU has prepared an Agreement including a Statement of Work and Description of Services attached hereto as Exhibit “1”; and

WHEREAS, the Village Council desires to approve the Agreement between the Village and FAU; and

WHEREAS, the Village Council finds that approval of the Agreement is in the best interests of the Village and its residents.
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1.  Recitals.  The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2.  Approval of Agreement.  The Village Council of Islamorada, Village of Islands, hereby approves the Agreement between the Village and the Florida Atlantic University Board of Trustees on behalf of the John Scott Daily Florida Institute of the Florida Atlantic University ("FAU") attached as Exhibit "1" hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3.  Authorization of Village Officials.  The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4.  Authorization of Fund Expenditure.  Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5.  Execution of Agreement.  The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.
Section 6. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and (2) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code for the purchase of the services.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON THIS 28TH DAY OF MAY, 2015.

Motion to adopt by Councilman Chris Sante, second by Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster
Vice Mayor Deb Gillis
Councilman Jim Mooney
Councilman Chris Sante
Councilman Dennis Ward

YES
YES
YES
YES
YES

ATTEST:

MIKE FORSTER, MAYOR

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
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 Islamorada Village of Islands, a municipality with a business address of 86880 Overseas Hwy, Islamorada, FL 33036 ("Client").

In consideration of the mutual covenants and stipulations set forth herein, the parties hereby agree as follows:

1. University agrees to provide and Client agrees to accept the services set forth on Exhibit A attached hereto (the "Services") in accordance with the terms of this Agreement. University shall control the manner in which the Services are provided, giving due consideration to the requests of Client. Unless otherwise mutually agreed, the Services shall be performed at Client's premises.

2. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein or extended by mutual written agreement of the parties, shall continue until the Services have been completed. University may terminate this Agreement at any time for any reason upon written notice to Client.

3. Client agrees to pay University for the Services during the term hereof in accordance with the rates and terms set forth on Exhibit A attached hereto. Unless otherwise specified, payments shall be due within thirty (30) days of receipt of a University invoice. Late payments shall bear interest at 1% per month.

4. The performance of the University of the Services shall be subject to and contingent upon the availability of funds appropriated by the state legislature or the prime funding agency, or otherwise lawfully expendable for the purpose of the Services for the current and future periods.

5. All documents, papers, letters or other material made or received in conjunction with the Services shall be subject to the provisions of Chapter 119, Florida Statutes.

6. Any renewals, amendments, alterations or modifications pertaining to the Services must be signed or initialed and approved by all parties.

7. The provision of the Services and the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. The University, as a public entity of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

8. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties pertaining to the Services.

9. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; war; embargoes, fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times
by which a party is otherwise scheduled to perform shall be extended automatically for a period of
time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

10. The University makes no warranties of any kind, express or implied, pertaining to the
Services, and to the maximum extent permitted by law, disclaims all warranties and conditions,
either express or implied, pertaining to the Services.

11. To the maximum extent permitted by law, in no event shall University be liable for any
special, incidental, indirect, or consequential damages whatsoever, pertaining to the Services
(including, without limitation, damages for loss of business profits, business interruption, or any other
pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose,
negligence or otherwise, even if the party has been advised of the possibility of such damages.

12. Neither party may use or make reference to the other party or any trade names, trademarks,
service marks, logos or other designations of the other party except to the extent and in the manner
which is expressly provided for in writing by the other party.

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

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

Signature
Maria T. Aguilar
Name
Village Manager
Title
1/1/2015
Date

Signature
Diane Alperin
Name
Vice Provost
Title
6/9/15
Date

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES,
on behalf of The John Scott
Dailey Florida Institute of Government
at Florida Atlantic University

Islamorada, Village of Islands
Aligning and Integrating
Process and Production Improvement
Preparing for the Future
The Village of Islamorada

Presented to
Maria T. Aguilar
Village Manager
Phone: 305-664-6410

April 20, 2015
EXECUTIVE SUMMARY

In today’s environment, if you are standing still, you are falling behind! Continuous Improvement involves everyone. It’s not just a management philosophy; it's a cultural shift for everyone to become engaged in how we meet our customer's needs. Most people equate quality with customer satisfaction. Generally speaking if you have a “quality” service or product the customer satisfaction will be high. But what is considered quality yesterday may not be quality today. In order to deliver quality now and in the future it is critical to extend our focus beyond services and products to include people, processes, and environmental elements. Our approach promotes improving process and performance at every relevant level. And to continually assess what we're doing so that we are always improving.

The approach we propose for the Village of Islamorada Planning Department is a problem solving method: DMAIC.

- Define – develop what we believe the issue(s) as they are currently by conducting individual and group interviews and review of the April 2014 Strategy Minutes, April 2013 Ad Hoc Planning Report and the June 2014 Community Character report
- Measure – collect relevant data to discover the size and scope of the issue such as time and task data and process maps and procedure data
- Analyze – review the data and display it to tell the story
- Improve – use tools such as Pareto charts and benchmarking comparisons to make recommendations
- Control – provide next steps as the changes are implemented

The success of this program (all or in part) depends on accountability for:
- Leadership commitment to learning, supporting, and changing performance
- Senior Leader’s support and buy-in to streamlining and improving processes
- Sufficient resources

BUDGET

Fee: $26,820 (estimated 4 days onsite plus 70 off site hours). This includes the FAU Institute of Government 20% fee. The Village of Islamorada will only be billed for hours used. Fees include all conversations, discussions, meetings, and materials and travel.

AVAILABILITY

We are scheduled to be onsite 4 days: June 29 - July 2 (with non-paid travel days June 28 and July 3)
## Village of Islamorada Project Approach and Tasks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Activities</th>
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<tr>
<td>Interviews</td>
<td>• Use phone or online software to interview 5 people in the department (eliminating travel expense)</td>
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<td>• Read reports to ensure question and answer alignment</td>
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<td>Review Reports</td>
<td>• Review policies pertaining to planning</td>
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<tr>
<td>Review policies</td>
<td>• Develop hypotheses of the issues</td>
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<tr>
<td>Formulate current state hypothesis</td>
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</tbody>
</table>

| Collect Data Use the data to support or rewrite the hypothesis | • Walk the process end to end; create process flows (create process maps if not already done) |
|                                                              | • Collect time and task data |
|                                                              | • Review turnover, attendance, and sick data |
|                                                              | • Validate the problem using data |

| Provide Comparisons, Benchmarking Analysis and Best Practices | • Collect information from cities similar in demographic and character to make comparisons |
|                                                               | • Display information to tell a story and build a case for improvement suggestions |
|                                                               | • Design solution recommendations that attack the root causes of the issue |
|                                                               | • Provide the output of the analysis |

| Use knowledge to suggest possible solutions | • Use the facts to find solutions to the stated issue |
|                                            | • Create new processes that focus on the “vital few” to help build the best chances for success |
|                                            | • Provide report for Village Manager review |

- Deliverable is a written report and online presentation to Village Staff
- Any additional work will require an additional agreement

Create controls for continuous monitoring and feedback
This step will require another contract and will depend on the steps recommended in previous steps

All the work up to this point has been predicated on improving services for your citizens and lowering costs for the organization
Implementing any kind of change is difficult. Without the controls the people and process could very well revert back to the old way of doing things.
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.
- **Team and personal learning** – We are committed to continuous improvement and learning 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 in building capability and capacity and sustainability in an organization.

Our clients include: The City of West Palm Beach, The Town of Jupiter, City of Tequesta, City of Coral Springs, NextEra-FPL, Biomet3i, Broward County, Palm Beach County, FDOT District 4, and Shands Hospital Jacksonville.
References with contact information on Page 9.
Judy Garmaise, MSW, CSW, has over 25 years of experience in speaking and facilitating. She has a Bachelors degree from Boston University and her Masters degree from Columbia University in New York. Judy trains business professionals and coaches professionals at all levels, from managerial to front line in communication and customer service, stress management and life enhancement. With Trainnovations as a senior partner, Judy provides extensive valuable experience using her outgoing style to facilitate hands on activity based trainings. Her passion is “follow up”! She is the author of “The Power of Follow Up”, and using tools from her proven system, she empowers individuals to be productive, satisfied, and successful, while maintaining integrity and trust.

Melinda Miller, MS, is the former IS Director for the Town of Jupiter, retired after 25 years. She served as the Interim Assistant Town Manager twice during her employment there. Melinda earned her Chief Information Officer from Florida State University. She started and managed several initiatives from strategic planning, town-wide fiber optics, and EOC data to implementing several enterprise systems. She is an adjunct professor at Palm Beach State College and serves as senior analyst, municipal expert, and facilitator for Trainnovations.

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.

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 just completed her 6th term, a post appointed by the US Secretary of Commerce. Her clients describe her as fun, flexible, friendly, and focused! Several projects are worth noting: the development of a 9 month manager training program for Burger King, 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. Her most recent accomplishment is consulting on process improvement projects that yielded the client $4.9 million dollars in annual productivity savings.
## REFERENCES

<table>
<thead>
<tr>
<th>Organization</th>
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<th>Contacts</th>
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<tr>
<td>PBC Tax Collector FY07-FY10</td>
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<td>Senior Leadership Teamwork, Mission, Vision, Values, Strategic Planning, Six Sigma</td>
<td>Anne Gannon, Constitutional Tax Collector</td>
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<td></td>
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<td>Performance Teams</td>
<td>561-355-2805, <a href="mailto:AGannon@pbcgov.org">AGannon@pbcgov.org</a></td>
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<td>Geogette Bonifacio Carroll, Goddess of Excellence and Opportunity</td>
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<td>561-355-3934, <a href="mailto:GCarroll@pbcgov.org">GCarroll@pbcgov.org</a></td>
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<tr>
<td>Town of Jupiter FY09 to Present</td>
<td></td>
<td>Senior Leadership Teamwork, Six Sigma Performance Teams, Cross Functional Work Team</td>
<td>Andy Lukasik, Town Manager</td>
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<tr>
<td></td>
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<td>Problem Solving, Strategic Planning</td>
<td>561-741-2214, <a href="mailto:AndyL@jupiter.fl.us">AndyL@jupiter.fl.us</a></td>
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<td></td>
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<td>Lori Bonino, Town of Jupiter, Asst. Town Manager</td>
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<td>561-741-2214, <a href="mailto:lori@jupiter.fl.us">lori@jupiter.fl.us</a></td>
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<tr>
<td>City of West Palm Beach FY12 to Present</td>
<td></td>
<td>Project Facilitation, Performance Improvement, Project Management Workshops</td>
<td>Jeff Green, City Administrator</td>
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<td><a href="mailto:JGreen@wpb.org">JGreen@wpb.org</a></td>
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<td>Danielle Slaterpryce, Assistant City Administrator</td>
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<td>561-494-1089, <a href="mailto:dslaterpryce@wpb.org">dslaterpryce@wpb.org</a></td>
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<td>Christine Thrower, Director, Department of Parks &amp; Recreation</td>
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<td>561-804-4903, <a href="mailto:CThrower@wpb.org">CThrower@wpb.org</a></td>
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<td>Mike Russell, SPHR Talent Development Officer</td>
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<td>561-494-1009, <a href="mailto:mrussell@wpb.org">mrussell@wpb.org</a></td>
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<tr>
<td>Village of Wellington FY10 to FY13</td>
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<td>Budget Blitz Project, Leadership Academy, Customer Service Improvement Project</td>
<td>Francine Ramalia (Former Assistant Village Manager; Currently City of Delray Beach Assistant City Manager)</td>
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<td>561-243-7144, <a href="mailto:AsstCityMgr@MyDelrayBeach.com">AsstCityMgr@MyDelrayBeach.com</a></td>
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<td>Kimberly Gibbons, PHR, Human Resources Manager</td>
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<td>561-791-4063, <a href="mailto:kgibbons@wellingtonfl.gov">kgibbons@wellingtonfl.gov</a></td>
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<tr>
<td>Broward County Government FY09 to Present</td>
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<td>Workshops, Process Mapping, Team Facilitation</td>
<td>James Carbone, Broward County, Enterprise Technology Services</td>
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<td>954-357-6353, <a href="mailto:JCARBONE@broward.org">JCARBONE@broward.org</a></td>
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<td>Leah Brasso. Acting Finance Director at Broward County Government, Port Everglades, <a href="mailto:LBRASSO@broward.org">LBRASSO@broward.org</a></td>
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<td>Susan DellCioppia, PHR, Manager of Learning &amp; Organizational Development</td>
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<td>954-357-6588, <a href="mailto:sdellcioppia@broward.org">sdellcioppia@broward.org</a></td>
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<td>Ruth Myles and Mona Gordon, Learning and Organizational Development</td>
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<td>954-357-6441, <a href="mailto:RMYLES@broward.org">RMYLES@broward.org</a>, <a href="mailto:MOGORDON@broward.org">MOGORDON@broward.org</a></td>
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Private Sector clients include FPL-NextEra, Biomet 3i and Shands Health Systems Jacksonville
Past Private Sector clients include American Express, Bacardi, and Burger King