

## CLASSROOM TRAINING AGREEMENT

**DATE:** 1/30/2021

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Kevin Gray  
Title: Chief Information Officer  
Telephone: 818.238.5090

Mailing Address: 275 E. Olive Ave  
ATTN: IT Department  
Burbank, CA 91502

"INSTRUCTOR"

HYPERVELOCITY CONSULTING

Representative: Name: Justin Leader  
Title: CEO  
Telephone: 866.250.4157

Mailing Address: 9506 NE 144th Ct., Vancouver, WA 98682

**[NOTE – If seeking waivers of insurance or modification of coverage, please consult with Risk Management before going out to bid or issuing a Request for Proposal (RFP)]**

**1.0 Services.** The Instructor, as an independent contractor, agrees to conduct **Leading SAFe training course** during January 2021 – June 2021, as described in the Statement of Work, Fees and Expenses attached hereto as Exhibit A. The initiation of service by the Instructor will commence upon receipt of a written notice from the Designated Official authorizing Instructor to proceed, and only to the extent of such authorization.

**2.0 Compensation.** Client shall pay for services of Instructor the total fixed price of **\$4,900** per milestone as stated in Exhibit A, not to exceed a total of \$9,800 including any associated travel fees. No payment for expenses or labor shall be paid by Client unless it is related to services noted in Section 1 of this Agreement. Any additional increase in the cost of service must have the prior written approval and authorization of the Designated Official.

**3.0 Payment.** Client's payment to Instructor shall be made within thirty (30) days of the date of Instructor's invoice.

**4.0 Independent Contractor.** Instructor is retained and employed by Client only to the extent set forth in this Agreement, and the Instructor's relationship to the Client is that of an independent contractor. Instructor shall be free to dispose of all portions of Instructor's time and activities which Instructor is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Instructor sees fit except as expressly provided in this Agreement. Instructor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

**5.0 Indemnification.** Instructor shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the Instructor, its agents, employees, or subcontractors.

Consultant shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any work by Consultant or the employees, agents, or subcontractors of the Consultant, in the performance of this Agreement.

**6.0 Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**7.0 Insurance.** Instructor shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Instructor shall show Client evidence of such coverage:

**7.1 Automobile Insurance.** If Instructor uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage. Please attach proof of insurance as required by the

Vehicle Code.

Waiver Approved:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**7.2 Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Instructor performing services under this Agreement. **This insurance cannot be waived, but does not apply if Instructor is a sole proprietor and provides a written statement to that effect.**

**7.3 General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Instructor shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit.

Waiver Approved:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**8.0 Miscellaneous Insurance Requirements.**

**8.1 Recovery from Instructor's Insurance.** Instructor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Instructor shall look solely to its insurance for recovery.

**8.2 Failure to Secure.** If Instructor at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Instructor's name or as an agent of the Instructor and shall be compensated by the Instructor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Instructor as compensation under the terms of this Agreement.

**9.0 Assignment.** This Agreement is personal to the Instructor. Any attempt at assignment by the Instructor shall be void unless approved in writing by the Designated Official. Instructor's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative, and Instructor shall not assign another to supervise the Instructor's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

**10.0**            **Miscellaneous Terms.**

**10.1**            **Permits and Licenses.** Instructor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**10.2**            **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

**10.3**            **Integrated Contract.** This Agreement represents the entire Agreement between the Client and the Instructor. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

**[Signatures on following page]**

"INSTRUCTOR"

Justin Leader  
 Signature  
Justin Leader  
 Name (please print)  
CEO  
 Title

"CLIENT"

Kevin Gray  
 Signature  
Kevin Gray  
 Name (please print)  
CEO  
 Title

If Consultant is a corporation or LLC, a second signature is required:

Megan Helle  
 Signature  
Megan Helle  
 Name (please print)  
President  
 Title

Approved as to Form  
Office of the City Attorney

Joseph H. McDougall  
 By: Signature  
Joseph H. McDougall  
 Chief Assistant City Attorney  
 Name (please print)  
 Title

ATTEST:  
Office of the City Clerk

Zizette Mullins, MMC  
 By: Signature  
Zizette Mullins, MMC  
 Name (please print)  
City Clerk  
 Title

PURCHASING DIV.  
 CITY OF DURHAM  
 2021 FEB 23 PM 4:46

**EXHIBIT A**  
**Statement of Work Fees and Expenses**

The consulting services detailed above are provided on a fixed-price basis, as set out below for the Leading SAFe Training Course:

*Learning Goals*

- Lead the transformation to Business Agility with SAFe
- Become a Lean-Agile Leader
- Understand customer needs with Design Thinking
- Enable Agile Product Delivery
- Implement Lean Portfolio Management

*What Attendees Get*

- Attendee workbook
- Preparation and eligibility to take the SAFe® 5 Agilist exam
- One year membership to the SAFe Community Platform
- Course certificate of completion
- Attendees must attend all sessions of the course in order to be eligible for the exam

*Prerequisites*

- All are welcome to attend the course, regardless of experience. However, the following prerequisites are highly recommended:
  - 5+ years' experience in software development, testing, business analysis, product, or project management
  - Experience in Scrum

**Details**

- 20 students (maximum capacity)
- Delivered remotely
- 4 x 4-hour sessions over 2 consecutive days (total 16 hours)
- Two trainers
  - HyperVelocity Consulting Certified SAFe Coach (SPC) & Trainer
  - City of Burbank SPC

<b>Course Fee</b>	<b>\$10,800</b>
<b>Discount</b>	<b>-\$1,000</b>
<b>Total Fees</b>	<b>\$9,800</b>

Milestone	Deliverable Description	Fees (USD)
Milestone #1	Project Kickoff	\$4,900
Milestone #2	Completion of 4 x 4-hour Training Courses – due net 30	\$4,900
<b>Total</b>		<b>\$9,800</b>

**Rescheduling Policy**

Once training workshop date has been confirmed with HyperVelocity, if client would like to change/reschedule the training date, the following change fees will apply and must be received before a new training date can be scheduled:

- 21 or more calendar days before training: no fee
- 11 to 20 calendar days before training: 50% fee
- 0 to 10 calendar days before training: 100% fee