

City of Fort Pierce Agreement

Contract 2015 - _____

City of Fort Pierce

State of Florida

THIS AGREEMENT is made the 27th of March 2015, between Lyle Sumek Associates, Inc. (herein called “Contractor”) and the City of Fort Pierce hereinafter called “City”), a municipal corporation organized and existing under the laws for the State of Florida.

WHEREAS, the City desires consultant services for Strategic Plan Update for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein below:

1. **Services:** The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager. The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. Refer to Attachment I.
2. **Deliverables:** The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word or other formats as acceptable per City concurrence.
3. A follow up date will be required in May or June to develop action outlines and finalize priorities – Consultant will need time to adjust and finalize the Action Outline.
4. **Fees:** The basic services will be performed at a cost not to exceed \$20,000 in professional fees plus additional expenses and assembly and duplication required for the Final Report. The City may expand the scope and request additional services at a fee of \$225.00 per hour. Services in excess of \$20,000 must be agreed upon in writing prior to commencement.
5. **Invoicing:** The Contractor shall send invoices to the City of Fort Pierce. Approved invoices shall be paid within 30 days upon receipt of invoice.
6. **General Terms and Conditions:**
 - a) The Contractor is performing services for the City as an Independent Contractor.
 - b) The Contractor is scheduled on site April 27-29, 2015.
 - c) Contract shall comply with the most current Federal and State of Florida Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

7. The City Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to date of termination. If termination is less than 3 weeks from the retreat date – City will be charged for any work done on the project and charged for ½ day of the actual retreat time that was scheduled; if within 1 week of the retreat the charge will include 1 full day; and if less than 2 days the City will be responsible for the entire time scheduled for the actual retreat.
- d) Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement. Cancellation Fee
 - e) This Agreement has been made and entered into the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement in the performance due hereunder.
 - f) The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor’s agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor’s agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.
 - g) The Contractor will maintain proper insurance coverage throughout the duration of the contract. Insurance is carried through Hayward Brown Insurance, Bunnell, FL. The Contractor has sent the insurance company a request to forward copies to the City.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF FORT PIERCE

Date: March 27, 2015

Date: _____

By: _____

By: _____

Printed Name: Lyle J. Sumek

Printed Name: Robert Bradshaw

Position: President/Owner

Position: City Manager

Witnesses _____

Witnesses _____

Printed Name: Julie Sumek

Printed Name:

7. The City Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to date of termination. If termination is less than 3 weeks from the retreat date – City will be charged for any work done on the project and charged for ½ day of the actual retreat time that was scheduled; if within 1 week of the retreat the charge will include 1 full day; and if less than 2 days the City will be responsible for the entire time scheduled for the actual retreat.

- d) Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement. Cancellation Fee
- e) This Agreement has been made and entered into the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- f) The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor’s agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor’s agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.
- g) The Contractor will maintain proper insurance coverage throughout the duration of the contract. Insurance is carried through Hayward Brown Insurance, Bunnell, FL. The Contractor has sent the insurance company a request to forward copies to the City.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF FORT PIERCE

Date: ~~February 17, 2014~~ *March 27, 2015 JS*

Date: _____

By: *Lyle Sumek*

By: _____

Printed Name: Lyle J. Sumek

Printed Name: Robert Bradshaw

Position: President/Owner

Position: City Manager

Witnesses *Julie Sumek*

Witnesses _____

Printed Name: Julie Sumek

Printed Name:

PROPOSAL

LEADERSHIP AND STRATEGIC PLANNING

Mayor and City Commission

City of Fort Pierce

February 2015

Program Outcomes

- **VISION, MISSION, GOALS AND PLAN (5 YEAR) FOR THE CITY OF FORT PIERCE**
 - Vision 2030: A Vision Statement with defined, value-based principles that describe the preferred future in 15 years for the City of Fort Pierce
 - Mission: A Mission Statement that defines what should be the primary purposes of the City of Fort Pierce and operating guidelines
 - Goals for 2020: Four to six Goals with measurable objectives which become major focus areas for the City of Fort Pierce
 - Plan 2015 – 2020: A Plan to realize the Vision, to enhance the Mission and to achieve the Goals with an analysis of major challenges and opportunities and specific actions

- **ACTION AGENDA FOR 2015**
 - Policy Agenda for 2015: A Top “10” list of Top and High Priority policy related actions for the Mayor and City Commission to address during the next year
 - Management Agenda for 2015: A Top “10” List of Top and High Priority management administrative actions for the next year
 - Major Projects for 2015: A list of key projects to be completed or requiring significant work for the next year
 - Action Outlines 2015: For prioritized actions including steps, timeframe, responsible party/team
 - Guidelines for Budget: review and service direction

- **MAKING THE STRATEGIC PLANNING PROCESS WORK FOR THE CITY OF FORT PIERCE**

Institutionalizing the process in the governance process and the organization

 - Progress Matrix or Status Reports
 - Marketing the Plan to the Community
 - Incorporation into Policy Reports, Budget Plan Development, Program Development, Project Planning

➤ **FRAMEWORK FOR SUCCESSFUL LEADERSHIP AND EFFECTIVE GOVERNANCE (if needed)**

- Building the Mayor - City Commission Team
- Governance Guide: Operating Protocol for Mayor and City Commission
- Refinements in the Governance Process – Formal Meetings, Work/Study Session, Boards/Commissions

Program Outline

ACTIVITY 1: Strategic Planning Outline for the City of Fort Pierce

The consultant will meet with the City Manager and City Manager's Office to finalize purpose, work product, activities, and time frames.

ACTIVITY 2: Mayor, City Commission and City Manager Background Interviews

The Consultant will interview the Mayor, each member of the City Commission, the City Manager and possibly key managers. The purpose of each interview is to:

- Gain background on the City of Fort Pierce
- Learn about the operations of the Mayor, City Commission and City Manager
- Identify and discuss a vision of the future, issues today and opportunities on the horizon
- Focus on key topics for the Workshop

During the interview, the questions are likely to explore the following information:

1. During the past year, what are the major successes for the City of Fort Pierce?
2. What did not get accomplished this past year or is in progress and needs to continue for the next year?
3. As you look to the future, what are the major challenges facing the City of Fort Pierce?
4. Success for the City in 2030 means and what actions need to be taken to achieve this success?
5. What do you believe are the most important 5-year goals for the City of Fort Pierce?
6. What are Fort Pierce's strengths and weaknesses, threats and opportunities?
7. For each goal, what are the specific, major challenges and issues that you feel need to be addressed by the City of Fort Pierce during the next year?
8. What are your personal "Top Priorities" for the next year?
9. Success for the Mayor and City Commission means . . . ?
10. What suggestions do you have for the Mayor and City Commission or staff to enhance their effectiveness?
11. What other topics do you feel need to be addressed during the workshop?

Additional questions are likely to be added to this list based upon further discussion with the City Manager. These interviews will be either in person or by phone, and at the personal convenience of the interviewee.

ACTIVITY 3: Interview Analysis and Preparation of Leader's Guide 2015 – A Working Document

The Consultant will analyze the interview data and prepare a summary of:

- Performance Report 2014
- Vision 2030 Rough Draft: Statement with defined principles
- Mission Rough Draft: Responsibilities of City Government with defined principles
- Working Draft Goals for 2020 with Objectives, Value to Residents, Challenges and Opportunities
- Potential Targets for Action 2015

The Leader's Guide 2015 – A Working Document, which will be used and modified during the Mayor and City Commission Workshop.

ACTIVITY 4: Leadership and Strategic Planning Session 1 for Management Team

A 1-day Leadership and Strategic Planning Workshop will be held. The purpose of this session is to:

- Provide background on Strategic Planning
- Review accomplishments from the past year
- Focus on Vision, Mission, Goals and direction for the City of Fort Pierce
- Identify specific topics for Mayor and City Commission Workshop

The specific agenda will be developed and submitted to the City Manager. The Workshop should be flexible, adjusting to your needs, and should be fun in order to maximize the benefits for the City of Fort Pierce

ACTIVITY 5: Leadership and Strategic Planning Workshop for Mayor and City Commission

A 1½ day Leadership and Strategic Planning Workshop will be conducted for the Mayor, City Commission, and City Manager. The specific agenda will be developed based upon interviews. A typical outline for a Leadership and Strategic Planning Workshop follows:

1. Fort Pierce – a Sustainable City
2. Strategic Planning for City of Fort Pierce
3. Performance Report 2014
4. Looking to City of Fort Pierce's Future:
 - *Commission Perspective*
 - *Management Perspective*
5. City of Fort Pierce's Vision 2030

6. Strategic Discussion on Critical Issues
7. Plan 2015 – 2020 with Goals, Measurable Objectives, Value to Citizens and Actions (short/long term)
8. Action Agenda 2015
9. Making the Strategic Planning Process Work for City of Fort Pierce
10. Building Our Mayor Commission Team
11. Mayor and City Commission in Action: House Rules, Operating Protocol and Governance Refinements

After day one, the Consultant will prepare revised Working Documents.

ACTIVITY 6: Follow-up Strategic Planning Session II for Management Team

A ½ to one-day Workshop is suggested for the Management Team. This workshop will focus on:

- Implementing the Vision 2030 and Goals 2020 in the department
- Developing an Action Plan Outlines for Each Target on the Action Agenda 2015
- Developing a process for monitoring short-term Actions
- Monthly reports to the Mayor and City Commission
- Quarterly updates to the Mayor and City Commission
- Exploring ways to work effectively with the Mayor and City Commission – to help them to be successful

ACTIVITY 7: Final Reports for the Mayor, City Commission and City Manager

As a follow-up to the workshop, the following reports will be prepared for the Mayor, City Commission and City Manager:

- Performance Report for 2014
- Strategic Plan 2015 – 2020 – 2030
- Executive Summary 2015 – 2020 – 2030
- Leader's Guide 2015 – Summary Report
- Action Agenda 2015
- Policy Calendar 2015

These reports become working documents for the next year.

STRATEGIC FRAMEWORK BASIC ELEMENTS

VISION

**“What We Want to Become –
Our Preferred Future as Defined in Value-Based Principles.”**

PLAN

**“Our Road Map for 5 Years – How to Realize Our Vision with
Achievable Goals Defined Through: Objectives, Meaning to
Our Citizens, Challenges and Opportunities, Actions 2015,
Major Projects 2015 and Actions on the Horizon.”**

EXECUTION

**“Actions to Implement the Plan – A Work Program for Next Year
with a “To Do” List for Mayor, City Commission and Management –
To be Completed with Accountability for the Results.”**

MISSION

**“Purposes of City Government – Determined in Service Businesses
Defined in: Operating Elements, Business Successes, Challenges and
Opportunities and Service Improvements 2015.”**

BELIEFS

**“Our Core Beliefs Which are the Foundation for Our City
Government – Creating a Corporate Culture of Action and
Accountability, the Primary Value, As Defined in Performance
Standards to Guide Behaviors and Actions.”**

HOW WE CONDUCT OUR BUSINESS

Fee Estimate

Leadership and Strategic Planning

City of Fort Pierce

February 2015

ESTIMATED BILLING TIME:

Number of days scheduled is flexible and is based on the needs of the City.

ACTIVITY 1	Strategic Planning Outline for the City of Fort Pierce _____	4-8 hours
ACTIVITY 2	Mayor, City Commission and City Manager Background Interviews _____ (1 hour per person, in person or by phone, billed at actual time)	8-10 hours
ACTIVITY 3	Interview Analysis and Preparation of Leader's Guide 2015 – A Working Document _____	8-12 hours
ACTIVITY 4	Leadership & Strategic Planning Session I for Executive Team _____ Preparation 2 – 4 hours Session 4 – 8 hours Report 2 hours	12 – 14 hours
ACTIVITY 5	Leadership & Strategic Planning Workshop for Mayor & City Commission _____ Preparation 2 hours Workshop 10 – 16 hours	16 – 20 hours
ACTIVITY 6	Follow-up Strategic Planning Session II for Executive Team _____ Preparation 2 hours Workshop 4 – 6 hours Report 2 hours	8 – 10 hours
ACTIVITY 7	Final Reports for the Mayor, City Commission and City Manager _____	12 hours
Total Estimated Time _____		68 – 86 hours

CONSULTATION FEES:

Individual consultation _____ \$ 225.00 per hour
 _____ \$1,800.00 per day on-site
 (8 hours)

Based upon the estimated time, the professional cost should not exceed \$20,000 to completion + expenses + products. You are billed the exact time used during the project and you will receive copies of any receipted expenses.

The City will need to obtain the hotel for Lyle's use in order to receive a government rate, which is not available to us.

EXPENSES: _____ Additional Costs

Including, but not limited to:

- *Travel/Auto Expenses*
- *Telephone/Fax User Fee (billed at \$12.00/hr.)*
- *Assessment Instruments*
- *Accommodations and Meals*
- *Typing, Duplication, Binding, Shipping*
- *Products:*
 - *Strategic Plan (coil bound)*
 - *Executive Summary (booklet)*
 - *Leader's Guide Summary Report*
 - *Performance Report*

Additional discussions if beyond the scope of the proposal will be also charged at \$225/hour.