

City of Fort Pierce Agreement

THIS AGREEMENT is made the ____ of November 2016, 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 as outlined in Attachment I will be performed at a cost not to exceed \$23,000 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 \$250.00 per hour. Services in excess of \$23,000 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 January 9-10, 2017.
 - 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.
 - a) 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
 - b) 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.
 - c) 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.
 - d) 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.
8. Public Records. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:
 - a) Keep and maintain public records required by City to perform the service.
 - b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 - d) Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to

perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

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

LYLE J. SUMEK

CITY OF FORT PIERCE

Date: November ____, 2016

Date: November ____, 2016

By: _____

By: _____

Printed Name: Lyle J. Sumek

Printed Name: Linda Hudson

Position: President/Owner

Position: Mayor

Witness _____

Witness _____

Printed Name: Julie Sumek

Printed Name:

Approved as to Form and Correctness

James Messer, City Attorney

Attachment 1

LEADERSHIP AND STRATEGIC PLANNING ACTIVITY OUTLINE 2017 City of Fort Pierce, Florida

PURPOSES:

1. To update the strategic plan
2. To re-institute the strategic planning processes
3. To development a one-year Action Agenda with priorities and specifics deliverables

PROPOSED ACTIVITIES:

Activity 1: Consultation and planning with the City Manager and City Manager's Office, including a detail review of the current Strategic Plan [4-6 hours]

Activity 2: Conduct one-hour long telephone background interviews with Mayor, Councilmembers, City Manager and other identified individuals (e.g. City Attorney, etc.), including preparation, analysis of the interview data and preparation of a summary memo. [12-14+ hours]

Activity 3: Preparation of Leaders Guide 2017 - Working Document, including review, editing and formatting of Departmental Worksheets; and revision of the Vision 2031, and Goals for 2022. [4-8 hours]

On Site Activities:

Day 1

Activity 4: Preparation and conducting Strategic Planning Session for Managers, including a Performance Report, Looking to the Future with review of Departmental Worksheets, update of the Strategic Plan. [9-10 hours]

Activity 5: Consultant revises the Leaders Guide 2017 - Working Document for the Mayor and City Council, including revised Sections on Performance Report for 2016, Looking to the Future, Vision 2031, Plan 2017-2022 Update. [6-8 hours]

Day 2

Activity 6: Preparation and conducting an 8-hour Leadership and Strategic Planning Workshop for Mayor and City Council, and City Manager, Strategic Planning - Re-connecting the "Dots", Performance Report for 2016, Looking to the Future, Vision 2031, Plan 2017-2022 Update. [9-11 hours]

Activity 7: Consultant revises/prepares draft Strategic Plan 2017-2022-2031, summary from Day 1, and Leaders Guide 2017 Working Document Action Agenda 2017. [4-6 hours]

Day 3

Activity 8: Preparation and conducting 1/2 + day Strategic Planning Session for Managers to provide a "reality test" for the Strategic Plan 2017-2022-2031 and to develop Action Outlines with who is responsible, key issues, activities and milestones, and time frames for each initial Mayor and City Council priorities. [4 hours]

Activity 9: Consultant prepares revised Strategic Plan and detailed Action Outlines for 2017. [2-4 hours]

Activity 10: Conducting Leadership and Strategic Planning Workshop (2-3 hours) for Mayor and City Council and Managers (joint session) to finalize the Strategic Plan 2017-2022-2031, Action Outlines for 2017 and to establish "Top" and "High" priorities for the Policy Agenda 2017 and Management Agenda 2017. [4 hours]

Follow Up

Activity 11: Preparation of final reports and documents, including:

- a) **Strategic Plan 2017-2022-2031**
- b) **Executive Summary (booklet)**
- c) **Plan in Brief 2017 (one page laminated)**
- d) **Performance Report 2016**
- e) **Leaders Guide 2017 - Final Report**

with review and edits from the City Manager and City staff. [8-10 hours]
