## **CONTRACT**

## Consulting Services to facilitate development of City-wide Strategic Plan

THIS CONSULTING SERVICES CONTRACT is made and entered into as of the date hereinafter set forth by and between THE CITY OF GAHANNA, an Ohio municipal corporation (City), and Managing Results, LLC.(Consultant).

#### WITNESSETH:

WHEREAS, it is the City's desire to develop a City-wide Strategic Plan that will focus on results for customers and engage elected officials, leadership and employees from across the organization; and

WHEREAS, it is the City's goal to use its City-wide Strategic Plan to drive focus and alignment across the organization, accountability and the type of analytical decision making necessary for successful implementation; and

WHEREAS, it is the City's desire to hire a consultant to facilitate the development of its City-wide Strategic Plan and an aligned Implementation Plan that ensures successful execution of the City-wide Strategic Plan;

**NOW THEREFORE,** in consideration of the covenants herein contained, it is mutually agreed by the parties hereto as follows:

## 1) Scope of Consulting Services

The City hereby appoints and engages Consultant to provide the following:

#### **City-wide Strategic Plan Process**

MR recommends the following steps to create a City-wide Strategic Plan for Gahanna as well as an aligned Implementation Plan that ensures successful execution of the City-wide Strategic Plan.

## Public Input Design and Decision Meeting

MR will meet onsite and work with City Leadership and the Public Input firm to design the public involvement strategy for the City-wide Strategic Plan. During this meeting, decisions will be made to ensure that the input provided by external stakeholders informs the strategic planning process and provides useful information that can be used in creating a results-based City-wide Strategic Plan for Gahanna.

## Project Plan

While onsite for the Design and Decision Meeting, MR will work with City Leadership and the City's Project Manager to create a Project Plan that includes:

- Confirmation of the City-wide Strategic Plan process
- Schedule of events and milestones
- Finalize details of the Public Involvement strategy including details of the proposed Interviews, Focus Groups, Business Roundtable, Town Hall Meetings, follow-on Survey and use of the City's Open Town Hall electronic platform
- Strategies for communicating the City-wide Strategic Plan to internal and external stakeholders

# Review Documents to Identify Issues and Trends that will Impact the Residents and the City of Gahanna Government

A senior MR Consultant will review materials and documents to gain a sense of the Issues that are important and a history of the accomplishments and values that have governed the City of Gahanna. Documents will include but are not limited to existing Critical Success Factors, Strategic Plans and updates, Comprehensive Plan, Capital Facility Plan, financial projections, current and recent budgets, tables of organization, performance reports, City Council actions, policies and statements, press and media articles, public surveys, employee surveys, demographic information, economic development plans and projections, land use plans, economic analysis and plans, other reports on topics such as education, health, environment, arts and culture, tourism, etc.

This part of the process also includes the review of the historical community surveys from 2008, 2010 an 2012 and providing recommendations for the follow-on survey and questions to be asked via the City's Open Town Hall electronic platform.

## Interviews with the Mayor, City Council and City Attorney

A senior MR Consultant will interview the Mayor, City Council and City Attorney. These interviews will take place onsite and will illuminate and document the perspectives of Leadership, which will then guide the planning process. These one-on-one interviews will focus on two primary questions:

• What are the most important Issues the residents of Gahanna and the City government will be facing over the next 2-5 years?

 What results do you want to be able to say have been accomplished 2-5 years from now?

An MR consultant will compile the information from the interviews and identify the common Issues and Trends identified by the Mayor, City Council and City Attorney.

## Facilitated Focus Group Session with Department Directors and City Employees

A senior MR Consultant will facilitate two Focus Group Sessions with Department Directors and City Employees to illuminate and document the perspectives of Department Leadership and Staff, which will then guide the planning process. This facilitated focus group sessions will focus on the primary question:

• What are the most important Issues the residents of Gahanna and the City government will be facing over the next 2-5 years?

An MR consultant will compile the information from the Focus Group Sessions and identify the common Issues and Trends identified by the Department Directors and City Employees.

## > Facilitated Strategic Planning Retreat

In a 1½ day Strategic Planning Retreat, two of MR's most senior consultants will facilitate the Mayor and City Council to develop the City Strategic Plan through the following steps:

- MR will summarize the Issues and Trends identified in the documents, interviews, focus group sessions, business roundtable and Town Hall Meetings that will have a major impact on the residents of Gahanna and the City government over the next 2-5 years;
- Identify 3-5 Strategic Priorities that will emerge from the Issues identified. These are broad categories of focus within which measurable Strategic Results will be established.
- Identify Measurable, Customer-focused Strategic Results for/within each Priority. The Strategic Results are time specific, measurable, observable customer results.

MR facilitates the development of strategic plans in a way that is built on consensus, which means that no votes are taken. The Strategic Priorities provide ample room for individual Commissioner's desired results to be included - built on consensus of the Board. (See section on Innovative Strategies and Approaches)

## Preparation of Draft Strategic Plan Document

Following the Strategic Planning Retreat, MR will transcribe the Priorities and Strategic Results and deliver a draft City-wide Strategic Plan document to the City's Project Manager. MR will review the draft City-wide Strategic Plan with the City's Project Manager. The City will create the publishable Strategic Plan document.

## > Implementation Plan Work Sessions

MR recommends the City of Gahanna develop an Implementation Plan complete with Strategies, Actions Plans, Performance Measures and Targets to ensure the successful

implementation of the City-wide Strategic Plan. The Implementation Plan is facilitated by MR and developed by department leaders. It is subsequently provided to the Mayor and Council.

MR recommends that the City consider developing the Implementation Plan during the Fall of 2015, finalizing it prior to the beginning of the fiscal year. This timeline will make it possible to align the City-wide Strategic Plan with the budget year as well as the actions and strategies in the Implementation Plan that will lead to a successful implementation.

Assuming this timeline, three to four weeks after the conclusion of the Strategic Planning Retreat, two senior MR consultants will return for a multi-day facilitated work session with the department leaders from the City of Gahanna.

The purpose of these sessions is to foster a sense of cohesion around the direction provided by the City-wide Strategic Plan by ensuring the strongest alignment between the City-wide Strategic Plan and those department or departments whose operations will directly influence its implementation. The following are the expected results:

- Present and communicate the City-wide Strategic Plan to the assembled departmental leaders
- Develop Strategies, Action Plans, Performance Measures and Targets for each Strategic Result identified in the City-wide Strategic Plan
- Produce an Implementation Plan that includes all of the Strategies, Action Plans, Performance Measures and Targets for implementing the City-wide Strategic Plan

Prior to the working sessions, MR will work with City leadership and the City's Project Manager to identify the departments which will contribute to each of the Strategic Results. In some cases, a Strategic Result will require the focus of one operational department. In many cases, however, a Strategic Result will require multi-department efforts and collaboration to ensure success. Further, the City will identify which Department Head has the lead on each Strategic Result.

## Steps to Develop the Implementation Plan

The product from this effort will be an Implementation Plan for the City- wide Strategic Plan. The steps in the process are as follows:

- 1. A general session will begin with City leadership and leaders of Departments reviewing the City-wide Strategic Plan. This session may be led by the City's Project Manager with the assistance of an MR consultant and will last approximately three hours. This will create a shared understanding of the City-wide Strategic Plan and of the process for developing the Implementation Plan. MR consultants will provide an overview of Managing for Results and how the Implementation Plan will work and can be tracked and managed.
- 2. Immediately following the Overview, the MR consultants will then facilitate a series of Department-level workshops with Department leadership to work on each Strategic

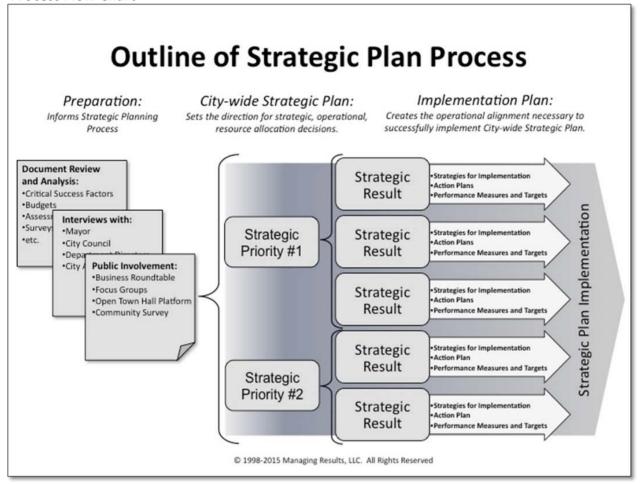
Result. In these workshops, Strategies, Actions Plans, Performance Measures and Targets will be developed by individual Departments or by multiple Departments when it will require multiple Departments to achieve a specific Strategic Result. In developing the performance measures and targets, consideration will be given as to whether or how the measures and targets align with the ICMA performance measurement program.

- 3. The length of each session will vary depending on the level of effort in Implementation Planning required. For those Strategic Results requiring only one Department to achieve the Strategic Result, the workshop will be scheduled for three hours. Those sessions requiring multiple Departments will be scheduled for four hours or more depending on the result. The MR consultant will facilitate each Department or set of Departments to develop Strategies, Action Plans, Performance Measures and Targets as needed to achieve each Strategic Result. The schedule will be managed so that all sessions occur within one work week.
- 4. To develop Strategies, Action Plans, Performance Measures and Targets for all Strategic Results virtually at the same time, within the same work week, MR will bring two consultants, each working with separate groups during the same days in the same week, all using the same approach, methodology and language. The product of this process will be Implementation Plans that will guide the implementation of the City-wide Strategic Plan.

## Preparation of Draft Implementation Plan for City Strategic Plan

The Strategies, Action Plans, Performance Measures and Targets developed and recorded by MR consultants during the work sessions are used to develop the Implementation Planning document. MR will compile and deliver a draft Implementation Plan document in Microsoft Word. The Implementation Plan will also be delivered in a Power Point presentation so that City leadership can reconvene and review together the Implementation Plan. MR will provide review and comment on the Implementation Plan document.

#### **Process Flow Chart**



Note: The process flow chart above is a representation of the City-wide Strategic Plan process.

## 2) Compensation

Consultant shall be compensated in an amount not to exceed \$70,361 for those services previously described in detail in Section 1 of this Contract, which includes reimbursement for related reasonable, documented, actual travel expenses. Billings, supported by detail, showing party providing the services, date services were performed, description of services, and applicable fees (as detailed in the attached exhibit: Fee Schedule), not to exceed \$70,361 will be submitted following each task as outlined in the Fee Schedule and all Consultant invoices will be paid in 10 days via ACH payments.

## 3) <u>Indemnification</u>

Consultant will comply with the indemnity and insurance requirements as follows:

Consultant agrees to defend, indemnify, and save harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injuries to or death of any person or persons, to

the extent caused by the negligent acts or omissions of Consultant, including, without limiting the generality of the foregoing, its partners, employees, representatives, contractors or agents, in connection with the audit. Provided, however, Consultant shall not be liable thereunder for any loss or expense occasioned by the negligent acts or omissions of the City or its officers, agents, and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions, or proceeding. Further, the termination, cancellation, or expiration of this Contract shall not affect the obligations and rights established which the parties expressly agree will survive compensation, cancellation, termination, and expiration.

## 4) Venue and Applicable Law

The City and Consultant hereby agree that any dispute which may arise between or among them arising out of or in connection with this Contract shall be adjudicated before a court located in Gahanna, Ohio. The City and the Consultant hereby submit to the exclusive personal jurisdiction of the state or federal courts located in Gahanna, Ohio, with respect to any action or legal proceeding commenced by any party to the Contract. The City and Consultant consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph number 5. This Contract shall be construed and enforced in accordance with the laws of the State of Ohio. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

## 5) <u>Notices</u>

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation or sent by first-class US mail with return receipt to:

City: Jennifer Teal, Assistant City Administrator & Director of Finance

City of Gahanna, OH 200 South Hamilton Rd. Gahanna, OH 43230 614-342-4060

Consultant: Marv Weidner, CEO

Managing Results, LLC

21 Neville Way

Crested Butte, CO 81224

970-901-0039

or to such other official address as the parties hereto may from time to time specify in writing.

## 6) <u>Complete Agreement</u>

This Contract expresses the entire understanding and complete agreement between the City and Consultant concerning the subject matter hereof. Neither the City nor Consultant has made or shall be bound by any agreement, statement or any representation to the other concerning the subject matter hereof which is not set forth in this Contract.

## 7) Modifications

This Contract can be modified by signed, mutual consent of both parties.

## 8) No Waiver or Modification

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

## 9) Cancellation

The City and Consultant may cancel this Contract upon thirty (30) days written notice to the other party. Such notice shall be deemed to be effective when received. Upon cancellation hereof, the City will pay Consultant all fees earned up to date of cancellation and Consultant will turn over to the City copies of all City documents in its possession.

## 10) Assignment

Neither this Contract nor any claims, rights or obligations relating to it may be assigned, sublet, or transferred by a party hereto unless approved in writing by the other party.

## 11) Independent Contractor Status

The parties hereby acknowledge and covenant that Consultant is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Consultant. All such taxes, if due, are the responsibilities of Consultant and will not be charged to the City. Consultant agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Contract.

## 12) Confidentiality

Consultant acknowledges that in the course of providing services, Consultant may become privy to valuable information of a confidential and proprietary nature relating to the City's activities. All information Consultant becomes privy to as a result of this Contract should be treated confidential and should not be divulged by Consultant to any third person or entity without the express written consent of the City.

## 13) Validity

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

## 14) No Waiver

The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Contract, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

## 15) Electronic Transmittals

During the course of this Contract, Consultant or City may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. The City and Consultant agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the City and Consultant and outside specialists or other entities engaged by either Consultant or City.

#### 16) Exhibits

Attached to this contract are a Fee Schedule and a Certificate of Insurance from Consultant.

## 17) Intellectual Property Ownership, Use and Disclosure

The City and Consultant acknowledge and agree as follows:

Consultant Methodology (both standard and modified) is the proprietary intellectual property of Consultant. The Consultant methodology contains, and is imbedded in various methodologies, trade secrets, software, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of Consultant. Consultant is providing a non-exclusive, perpetual license for use by the City of the Consultant Methodology. Much of the Consultant Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. City may use it only for its own internal purposes and shall keep the Consultant Methodology confidential, and under no circumstances will the City or other staff or agencies of the City, except as agreed by Consultant in writing, disclose the Consultant Methodology to other third parties, either individuals, or governmental or private sector

organizations. All changes or derivative work made to the Consultant Methodology shall remain the exclusive property of Consultant. Notwithstanding the foregoing; all information produced by the City utilizing the Consultant Methodology, including the Strategic Plan and Implementation Plan, shall be considered the exclusive property of the City.

IN WITNESS WHEREOF, the City of Gahanna,	Ohio and Managing Results, LLC has made and							
executed this Contract, this day of	, 2015.							
MANAGING RESULTS, LLC:	CITY OF GAHANNA, OHIO:							
MARV WEIDNER, CEO:	MAYOR:							
Signature	Signature							
DATE:	DATE:							

## **ATTACHMENTS**

## **Proposed Fee Structure**

Prices include all costs associated with completing each task.

Strategic Planning Process: Tasks						
<u>Design Meeting</u>	\$4,758					
a) Includes working with City Leadership and Public Input Firm to design the Public Input strategy and outline the expected results so that the information collected is useful in the creation of the City-wide Strategic Plan.	n					
<ul> <li>Includes 1 day of working with City Leadership and Public Input Firm and compiling information, 1 consultant at a cost of \$2,200 with associated travel costs of \$2,558.</li> </ul>						
<u>Project Plan</u>	\$2,200					
b) Includes working with City Leadership and the City's Project Manager to create and confirm the Project Plan for the City-wide Strategic Planning process.						
<ul> <li>Includes 1 day of working with City Leadership and compiling the information, 1 consultant at a cost of \$2,200. Associated travel costs will be \$0 as the work on the Project Plan can take place while onsite for the Design Meeting, Interviews and Focus Groups.</li> </ul>						
<u>Document Review</u>	\$4,400					
c) Includes review of existing City materials and documents as well as recommendations for the City's follow-on survey and questions to be asked via the City's Open Town Hall electronic platform.						
<ul> <li>Includes 2 days of review and recommendations, 1 consultant at a co- of \$4,400.</li> </ul>	st					
Interviews with Mayor, City Council and City Attorney						
d) Includes individual interviews with the Mayor, City Council and City Attorney to address emerging issues facing the community and results most importanto achieve over the next 2-5 years.						
<ul> <li>Includes 2 days of interviews, 1 day of compiling the information, 1 consultant at a cost of \$6,600. Associated travel costs will be \$0 as the Interviews can take place while onsite for the Design Meeting, Project Plan and Focus Groups.</li> </ul>						
Facilitated Focus Group Sessions with Department Directors and City Employees  e) Includes two Focus Group Sessions with Department Directors and City Employees to gather information, insight, and recommendations related to	\$4,400					

<ul> <li>the City-wide Strategic Plan.</li> <li>Includes 1 day of Focus Groups, 1 day of compiling the information, 1 consultant at a cost of \$4,400. Associated travel costs will be \$0 as the Focus Group Sessions will be scheduled while onsite for the Design Meeting, Project Plan, and Interviews with Mayor, City Council and City Attorney.</li> </ul>							
Facilitated City Council Strategic Plan Sessions							
f) Includes Assessment of the Future Review, Strategic Priorities and measurable Strategic Results.							
<ul> <li>Includes 1 day of preparation, 1½ days for Planning Session, ½ day for follow-up consultations with Mayor and Council, 2 consultants at a cost of \$11,000 with associated travel costs of \$3,463</li> </ul>							
Preparation of Draft City-wide Strategic Plan Document	\$2,200						
g) Includes compiling and delivery of draft City-wide Strategic Plan							
<ul> <li>Includes 1 day of compiling the information, 1 consultant at a cost of \$2,200</li> </ul>							
Facilitated Implementation Plan Work Sessions	\$28,040						
h) Includes working with Department Leaders to ensure operational alignment and the creation of individual and cross-cutting Strategies, Action Plans and Performance Measures and Targets for each Strategic Result in the City-wide Strategic Plan.							
<ul> <li>Prior to work session, includes ½ day to help identify Department Leaders that will participate in the Implementation Plan Work Sessions, 1 consultant at a cost of \$1,100.</li> <li>Includes 2 consultants over a 5 consultant day period* at a cost of \$22,000 with associated travel costs of \$4,940.</li> </ul>							
*The Budget for Implementation Plan Work Sessions is 5 days. If the time required is less than 5 days, only those days utilized will be invoiced.							
Preparation of Draft Implementation Plan Document	\$3,300						
i) Includes compiling and delivery of Implementation Plan documents.							
<ul> <li>Includes 1½ days for compiling the information, 1 consultant at a cost of \$3,300</li> </ul>							
TOTAL PRICE	\$70,361						



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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City of Gahanna, Ohio 200 South Hamilton Rd. Gahanna OH 43230								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
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