

STRATEGIC PLAN DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on this ____ day of April, 2023 (“Effective Date”), by and between the CITY OF EUSTIS, LAKE COUNTY, FLORIDA, hereinafter "City," and WILLDAN FINANCIAL SERVICES, INC., hereinafter "Contractor" OR “Willdan”.

In consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. Performance of Services. City hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in Exhibit "A", Exhibit “B” and Exhibit “C” incorporated herein by reference and produce a five-year strategic plan for the City of Eustis. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

2. Time of Performance. This Agreement shall commence on the Effective Date entered above, and shall terminate on December 31, 2023, subject to budgetary appropriations by the City of Eustis Commission, unless sooner terminated as hereinafter set forth.

3. Schedule. Contractor shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties in writing.

4. Compensation. For such services, Contractor shall be paid Fifty-Nine Thousand Eight Hundred and Twenty-Five Dollars (\$59,825.00). Said total shall constitute full payment for services rendered and costs incurred by Contractor in performing this Agreement. Contractor shall invoice City monthly. Final payment shall be made immediately following the Contractor’s final presentation to the City of Eustis Commission and the Commission’s adoption of the Contractor’s strategic plan currently scheduled for December 21, 2023 per Exhibit “C.”

5. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Upon termination, Contractor shall reimburse the City for any prepaid payments received in excess of the pro rata share earned by Contractor. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of offset until such time as the exact amount of damages due to City from Contractor is determined.

6. Termination for Convenience. The City or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof. If the Agreement is terminated by City as provided herein, City shall pay Contractor a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

7. Non-assignability. Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City thereto.

8. Non-Discrimination. Contractor shall comply with City of Eustis ordinances and all other federal, state, and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Eustis prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of Contractor's work, and/or with the City human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

9. Interest of Contractor. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. Indemnification. Contractor agrees to indemnify, and hold harmless City and its authorized agents, officers, and employees from and against all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor 's performance or failure to perform this Agreement.

11. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

12. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: City of Eustis City Attorney
Sasha Garcia, Attorney
Bowen|Schroth
600 Jennings Avenue
Eustis, Florida 32726

Copy to:
Tom Carrino, City Manager
10 N. Grove Street
PO Drawer 68
Eustis, FL 32726

Contractor: WILLDAN FINANCIAL SERVICES, INC.
Jason Gray, MPSA
VP/Managing Principal
200 South Orange Ave
Suite 1550
Orlando, FL 32801

13. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. As an independent contractor, Willdan shall provide and be responsible for all its employees and/or agents Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits.

14. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

15. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any City officer, City agent or City employee prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

16. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state, and local governments in connection with the performance of this Agreement.

17. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

18. E-Verify. Contractor shall register and participate in the Florida E-Verify System and comply with section 448.095, Florida Statutes, employment eligibility verification.

19. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended in writing, signed by both parties.

21. Governing Law. This Agreement, its terms and conditions, shall be governed by Florida law. The forum or venue for litigation of any dispute arising from or related to this Agreement shall be Lake County, Florida.

Signatures:

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

CITY OF EUSTIS

Tom Carrino, City Manager
City of Eustis

WILLDAN FINANCIAL SERVICES, INC.

Jason Gray, VP/Managing Principal
Willdan Financial Services, Inc.

EXHIBIT A

WILLDAN SCOPE OF SERVICES

Phase One

Initial Preparation Work. Collect and analyze key documents such as strategic plans and updates, CRA plans, annual reports, financials, strategic and risk documents as agreed by the parties.

I. Develop Strategic Planning Framework: Lead and facilitate an initial meeting with the City Commissioners and City Staff to map out a strategic planning process and plan two community input sessions.

II. Facilitate Community Feedback Sessions: Hold two community meetings to educate citizens about the strategic planning process being undertaken, what the outcomes will be, and why it matters to them. Also, information will be collected on growth and increased demand for city services, water, housing, energy, healthcare, transportation, jobs, etc.

III. Fair Community Representation. When engaging the community, consultant will be cognizant of the diverse nature of the City's residents and if input from residents at community sessions does not represent that diversity, then at the direction of the City Commission, Willdan may seek some additional community input from methods that include but are not limited to:

- a. Interviews
- b. Dialogue Sessions
- c. Focus Groups
- d. Community Surveys

Phase Two

IV. Analyze Community Outreach Results. Perform analysis on the results of the community feedback and synthesize the results in a clear and actionable way for use by City leadership in their decision-making process.

V. Review Previous Strategic Plans and Updates as a Benchmark for New Strategic Plan. Lead City Commission and Senior Staff in facilitated discussion of existing strategic plans and updates that will:

1. Review Vision/Mission statement and its impact on decision-making.
2. Review the current strategic plan and relevant business plans against new opportunities and risks.
3. Investigate what has been missed and what should be incorporated into the revised strategic plan.
4. Investigate any strategic assumptions that have changed and their impact on the strategic plan.

5. Discuss strategies for ensuring that the strategic plan is carried out at the various levels (Commission, senior staff, supervisors and line employees, etc.), including reviewing the strategic plan regularly, and strategic thinking processes.
6. Strategies for embedding the strategic plan into performance measures and job descriptions at all levels of the organization.

Phase Three

VI. Draft and Develop Five-Year Strategic Plan. Draft and develop a five-year strategic plan for the City based on feedback, discussions, input, and data gathered from all sources—community, commissioners, senior staff, et.al. The strategic plan will include the following:

- a. Findings from the community feedback/outreach;
- b. Mission statement and vision that reflects the community’s current and future needs;
- c. Prioritized goals and objectives for meeting those goals;
- d. Evaluation of current priorities and recommendations for development of different or new priorities as needed;
- e. Performance criteria to measure the success of strategic directives;
- f. Recommendations for method and timeline for plan updates and revisions;
- g. Action items with a recommended schedule and strategies for implementing the recommendations.

Phase Four

VII. Present Draft Five-Year Strategic Plan. Present the draft strategic plan to the City Commission for review, comment and feedback.

VIII. Finalize and Deliver Final Five-Year Strategic Plan. Present the Final Five-Year Strategic Plan to be formally approved by the City Commission.

IX. Future Consultation as Needed. Willdan will make itself available for future consultation on aligning elected officials, staff, and other stakeholders around the strategic plan’s unified vision for the future. (Compensation for this service is not included in this Agreement, but will be negotiated at the time service is requested.)

EXHIBIT B

WILLDAN RESPONSE TO REQUEST FOR PROPOSAL

EXHIBIT C

WILLDAN PROJECT SCHEDULE

Estimated Strategic Plan Task Completion Schedule	
Phase One	Completed by June 30, 2023
Phase Two	Completed by August 30, 2023
Phase Three	Completed by October 31, 2023
Phase Four	Completed by November 30, 2023
Final Presentation to City Commission and Adoption of Strategic Plan	Completed by December 21, 2023