

CITY COMMISSION AGENDA MEMO
December 28, 2020

FROM: Jared Wasinger, Assistant to the City Manager

MEETING: January 5, 2021

SUBJECT: Strategic Plan (CIP #MA010P) Agreement with Planning NEXT

PRESENTERS: Jared Wasinger, Assistant to the City Manager
Jamie A. Greene, Principal, Planning NEXT
Sarah Bongiorno, Project Manager, Planning NEXT

BACKGROUND

The City of Manhattan does not have a current strategic plan guiding organization and community priorities. This was evident during the 2021 budget process as City Administration and the Governing Body discussed different measures to make necessary budget cuts during the pandemic, while also maintaining a high level of service for the community.

The City Commission approved CIP #MA010P as part of 2021 Annual Budget to conduct a strategic plan for the City of Manhattan.

On October 6, 2020, the City Commission authorized City Administration to solicit consultants through a Request for Qualifications and Proposals (RFQ/P) to conduct a Strategic Plan for the City of Manhattan. City Administration advertised the RFQ/P beginning Wednesday, October 7, 2020, through various outlets, including *The Manhattan Mercury*, Drexel Technologies, and the American Planning Association (APA). Submittals were accepted through November 6, 2020, at 3:00 p.m.

The City of Manhattan received 13 proposals. A selection committee comprised of Mayor Reddi, Commission Estabrook and one representative from the following City departments: Finance, Human Resources, Fire, Public Works, Parks and Recreation, Community Development, City Attorney's Office and the City Manager's Office. The selection committee met on November 12th and narrowed down the list of proposals to four firms for interviews. Interviews were conducted on November 20th and 30th and the selection committee agreed to select and recommend negotiation an agreement with Planning NEXT, of Columbus, Ohio, for strategic planning services.

On December 8, 2020, the City Commission had a Work Session with the consultant and city staff and reviewed a draft agreement and scope of services.

DISCUSSION

City Administration has finalized the attached agreement and scope of services with the consultant. Planning NEXT's scope of services related a strategic plan for the City of Manhattan, includes the following:

- Conducting an environmental scan and other analyses of the community, including its strengths, weaknesses, opportunities, and threats
- Engaging the City Commission, city staff and the public through interviews, public meetings, retreats, focus groups, and surveys (while maintaining COVID-19 protocols and guidelines)
- Creating a long-range vision for Manhattan
- Developing an organizational mission and core values that will guide employees and administrators as they administer City services, programs and projects
- Developing identifiable, equitable, and sustainable objectives to guide operational priorities, community expectations, and the budget process
- Creating performance measures to capture and evaluate the City's progress toward the strategic plan's objectives and developing a management framework for implementation to aid the city

As part of the agreed scope of services, and discussed during the December 8 Work Session, Planning NEXT will facilitate up to five regular meetings throughout the process with a Community Project Committee. The committee, comprised of Manhattan residents will be used as a sounding board for ongoing community input into the planning process. Meetings will be used to discuss key elements of the analysis, development of the Plan's recommendations, and the draft and final Plan documents. The committee will also be tasked with inviting the community into the planning process and encouraging participation in the public engagement opportunities. The application process is open through December 30, 2020, for the public to apply to be on the committee. The selection committee previously tasked with the selection of the consulting firm for the strategic plan, will also review applications and provide a recommendation for the City Commission to appoint the Community Project Committee at the January 19, 2021, legislative meeting.

FINANCING

The City Commission approved CIP #MA010P as part of the adopted 2021 Annual Budget to conduct a Strategic Plan for the City of Manhattan. The budget for this CIP is \$125,000 to be funded from the General Fund. The agreement with Planning NEXT is for an amount not-to-exceed \$125,000.

ALTERNATIVES

It appears the Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Approve the item.
2. Deny the item.
3. Modify the item to meet the needs of the Commission.
4. Table the item.

RECOMMENDATION

City Administration recommends that the City Commission approve the item.

POSSIBLE MOTION

Authorize City Administration to finalize, and the Mayor and City Clerk to execute, an agreement with Planning NEXT, of Columbus, Ohio, for strategic planning services in an amount not-to-exceed \$125,000.

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Enclosures:

1. Planning NEXT Agreement and Scope of Services
2. Planning NEXT Project Schedule

AGREEMENT FOR SERVICES RELATING TO THE DEVELOPMENT AND CREATION OF A STRATEGIC PLAN

This AGREEMENT is made this ___ day of _____, 2021 (“Effective Date”), between the City of Manhattan, a Kansas Municipal Corporation, (hereinafter referred to as the “Client”) and ACP Greene & Associates, LLC, also doing business as Planning NEXT (hereinafter referred to as the “Consultant”).

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **Consultant's Services:** Consultant will provide the Scope of Services as enumerated in Exhibit “A” attached hereto and incorporated and made a part of this Agreement as if fully set forth herein (the “Project”).
2. **Client's Responsibilities:** The Client shall provide full and complete information regarding the requirements of the Project as expeditiously as necessary for the orderly progress of the Consultant’s services, and the Consultant shall be entitled to rely on the accuracy and completeness thereof. The Client shall designate a representative authorized to act on the Client’s behalf and shall timely make decisions pertaining to the Project in order to avoid unreasonable delays.
3. **Total Compensation:** The professional fee compensation to be allocated to this Project is a not-to-exceed amount of \$125,000 (one hundred twenty-five thousand dollars). The project shall be invoiced monthly for work completed and project expenses incurred (see section 4, below). For services beyond the agreed-upon Scope, please see section 5.
4. **Project Expenses:** Included in the compensation, the Client agrees to pay the Consultant for costs incurred by the Consultant’s employees and consultants in performing the Consultant’s Services or otherwise in furtherance of the Project. The Consultant will not incur expenses that will impair the Consultant’s ability to perform all services within the Scope of Services without exceeding the Total Compensation agreed upon in section 3. These expenses include, but are not limited to:
 - i. transportation and living expenses for out of town travel (for transportation by personally owned vehicle, the Client agrees to reimburse the Consultant at the IRS-going rate);
 - ii. governmental, public or other fees related to the Project;
 - iii. graphic design, computer-aided design, film development, exhibit preparation, literature publication, renderings, models, printing and copying expenses;
 - iv. long distance telephone calls, facsimiles, postage, overnight mail and courier services; and
5. **Additional Services:** If the Client verbally requests the Consultant to perform additional services (“Additional Services”) not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested, specify that such services are Additional Services, and identify terms of additional payment. Consultant shall not perform any Additional Services until Client has

confirmed approval of said Additional Services in writing (email confirmation by the Client's designated representative of additional services and fees will be adequate to constitute a writing).

6. **Payments:** All payments for professional fees and documented reimbursable expenses are due and payable thirty (30) days from the date of Consultant's invoice. Any amounts remaining unpaid after thirty (30) days of an invoice shall bear interest at a rate of ten percent (10%) APR, simple interest. Consultant's records relating to the computation of its fees and reimbursable expense amounts pertaining to this Agreement shall be made available to the Client, or its authorized representative, at a time mutually agreed between the parties upon a written request by the Client.
7. **Final Completion:** The Scope of Work will be completed on or before August 15, 2021.
8. **Subconsultants:** All subconsultants will be hired by and be responsible to the Consultant. All coordination, planning, and input to the subconsultant will be by the Consultant.
9. **Suspension or Termination:** This Agreement may be terminated or suspended by either party, with or without cause, upon not less than fourteen (14) days' written notice to the other party. The failure to meet any Project deadline or timetable after a suspension or termination has occurred will not constitute a breach of this Agreement.

If the Client fails to make payments when due to the Consultant for services and expenses, the Consultant may immediately suspend performance of services under this Agreement. In the event Consultant properly suspends its performance, it shall not be liable to the Client for any damages suffered as a result of the suspension of services or delay in the progress of the Project.

In the event of termination by the Client without cause, the Consultant shall be entitled to payment for services performed prior to termination, together with reimbursable expenses (if any) then due, prepaid reimbursable expenses incurred or committed, and a termination fee equal to fifteen percent (15%) of the value of the remaining Consultant's services left to be performed under this Agreement, provided, however, that if over fifty percent of the fixed-sum compensation has been earned by, or is due to, the Consultant prior to such termination by the Client then no termination fee shall be due to the Consultant. The Client and the Consultant agree that the termination fee is not a penalty and is reasonable based upon the facts and circumstances known to the parties at the time of entering this Agreement, and with due regard to future expectations.

10. **Document Use:** Except for documents that are proprietary to Consultant, the Client retains all rights to all documents and reports that are produced, compiled or generated with respect to this project. Consultant shall identify any documents considered to be proprietary and the parties shall thereupon agree, in writing, upon the extent of use by either party, in a manner consistent with the Kansas Open Records Act.
11. **Applicable Law:** This Agreement shall be governed by the laws of the state of Kansas, and Kansas shall have sole jurisdiction over any dispute between the parties which arises from this Agreement. The parties agree that venue is proper in Riley County.

12. Binding: This Agreement shall be binding on the parties hereto and on their successors, assigns, and legal representatives. Neither the Client nor the Consultant, nor their successors, assigns, or legal representatives shall assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party.

13. Entire Agreement: This Agreement, including Exhibit A, contains the entire agreement between the Client and the Consultant respecting the Project, and any agreement or representation respecting the Project or the duties and obligations of either the Client or the Consultant in relation thereto not expressly set forth in this instrument is null and void. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and may be amended only by a written modification signed by both parties, which makes reference to this Agreement. Nothing in this Agreement shall be construed as creating any rights, obligations, contractual relationships or causes of action with any third parties as against either the Client or the Consultant. Any modification to this Agreement must be in writing and signed by both parties.

14. Nonwaiver: No delay or failure by either party in exercising any right under this Agreement, and no partial or simple exercise of such right, shall constitute a waiver of that or any other right.

15. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.

16. Legal Construction: In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Effective Date: This Agreement commences on _____ and shall continue until the Consultant's Services are complete or the Agreement is suspended or terminated as provided herein.

CITY OF MANHATTAN:

ATTEST:

Wynn Butler, Mayor

Brenda K. Wolf, CMC, City Clerk

Planning NEXT/ACP GREENE & ASSOCIATES:

Jamie A. Greene, Principal/Owner

EXHIBIT A: Scope of Services

Following is the work plan to develop a Strategic Plan through public participation and solid technical analysis. The approach describes the specific proposed components to be undertaken throughout the process.

The process is organized into three components:

1. Preparation
2. Engagement (internal and public)
3. Plan Development

At the conclusion of each component, the parties will reassess this Scope of Services and, before moving forward, determine whether the subsequent components should be adjusted based upon information and insight gained in the prior component(s). Should the parties agree to make such an adjustment, this Scope of Services will be revised in writing in the form of an Amendment to the parties' Agreement.

Component 1: Preparation

This component is focused on orienting staff designated by the Client to collaborate directly with the Consultant (hereinafter referred to as "Staff"), elected officials, the project committee (this is a functional name, a formal name will be given as part of the preparation work) and the public to the planning process and building a solid foundation for community engagement. The Consultant will establish a team of its staff and/or sub-consultants (hereinafter referred to as the "Team") to work on the project described in the Agreement and this Scope of Services. The "Team" is comprised of employees of planning NEXT assigned to the project. The Team will place great emphasis on preparation to create a strong foundation for the work.

1.1 Conduct orientation activities. The Team will meet with Staff to get oriented to the process, including review of the scope of work and schedule. Staff will provide a background on relevant issues and a list of important stakeholders within the community and provide an overview of recent planning initiatives. A tour of the community will also be an important part of the orientation activities.

1.2 Create an awareness campaign. The Team will design and launch an awareness campaign about the planning process. The campaign includes tasks such as creating a visual identity and brand (name, logo and tagline) to provide a clear understanding of the project and its purpose and differentiate the planning process from other initiatives. The campaign will also include a web presence (standalone site utilizing the City's contract with Bang the Table) that will become the heart of the planning process communications. The site will include project background, resources, contact information, news, information about how to get involved during the strategic planning process, interim information, and drafts of the Plan. Online engagement opportunities in association with

each round of public engagement (questionnaires, surveys etc.) will also be accessible through the project website. Social media tools will be employed utilizing existing channels to share information about in-person and web-based opportunities. Print materials in the form of publicity collateral will also be designed by the Team for each round of engagement. Printing of the publicity collateral will be coordinated by the Team.

1.3 Develop communications, outreach and engagement plan. Working closely with Staff, the Team will develop an integrated public engagement, communication and outreach plan that will be designed to meet the needs of the project. The public engagement component of the plan will clearly define meaningful opportunities for participation by the community. The communications component will build upon the awareness campaign to include both general awareness-raising, as well as specific promotional activities associated with the proposed rounds of public engagement. Working with Staff, the Team will then develop a campaign for outreach that capitalizes on existing outlets for sharing information and builds upon the use of these outlets with a suite of branded collateral, press releases, and other tools for getting the word out.

1.4 Conduct environmental scan. The Team will conduct an in-depth environmental scan that includes analysis of the demographics and relevant existing conditions of the community as well as an internal review of city processes, policies and functions. The Team will also take an initial look at strengths, weaknesses and opportunities, and threats (SWOT analysis) and present the most important findings in a clear, concise and graphically rich format. It is anticipated that the SWOT analysis will be refined after the kickoff retreat with City Commission (task 2.1) and Staff interviews (task 2.2) and tested with the public.

Deliverables: Component 1

- *Awareness campaign items (process logo, web presence, print collateral, etc.)*
- *Communications, outreach and engagement plan*
- *Environmental scan final report*
- *All meeting/call agendas, handouts and materials*

Component 2: Engagement (internal and public)

This component includes internal engagement (staff and elected officials) and public engagement that are iterative and scheduled at key milestones in the project. This component is designed to ensure that anyone in the City of Manhattan who wants to participate in the planning process has the opportunity to be involved. This component will involve evaluating and gathering input on key issues and topics that should inform the Strategic Plan.

2.1 Facilitate City Commission Strategic Plan retreat (kick-off). The Team will facilitate an engaging retreat that is focused on hearing from the City Commission around critical topics and priorities for the new Strategic Plan. While the specific format of the

retreat will be determined in consultation with Staff, it is expected that it will include the following components:

1. An orientation of strategic planning in general and specific approach for Manhattan. This could also include a presentation of best practices of strategic planning;
2. A presentation on key background information and key insights from the environmental scan and other existing conditions and trends data that should inform the plan;
3. A facilitated discussion about future opportunities for the community;
4. An exercise and/or conversation regarding initial priorities among the ideas shared; and
5. A discussion about next steps.

It is assumed that meeting logistics will be arranged by Staff, but the Team will consult on room set-up or any other details regarding the logistics that may support an effective facilitation. This retreat can be conducted in-person (with strict safety precautions) or conducted virtually using a video conference platform such as Zoom.

2.2 Conduct staff interviews. A series of up to 12 small group (some could be individual) staff interviews will be conducted. These meetings will include key individuals from the City departments. The goals of the interviews are to hear what is on the minds of key staff members, confirm or refine the initial SWOT analysis findings, and hear about any other important factors that should be taken into account during the planning process.

2.3 Facilitate project committee meetings. The Team will facilitate regular meetings throughout the process with the project committee. The committee, comprised of Manhattan residents and a Staff liaison, will be used as a sounding board for ongoing community input into the planning process. Meetings will be used to discuss key elements of the analysis, development of the Plan's recommendations, and the draft and final Plan documents. The committee will also be tasked with inviting the community into the planning process and encouraging participation in the public engagement opportunities. The Team anticipates meeting with this committee up to five times throughout the process.

2.4 Facilitate technical committee meetings. The Team will facilitate regular meetings throughout the process with the technical committee. The committee, comprised of city staff, will be used as a sounding board for ongoing community, staff and city commission input into the planning process. Meetings will be used to discuss key elements of the analysis, development of the Plan's recommendations, and the draft and final Plan documents. The committee will also be tasked with inviting the community into the planning process and encouraging participation in the public engagement opportunities. The Team anticipates meeting with this committee up to five times throughout the process.

2.5 Conduct public engagement (2 rounds). The Team will work with Staff to design and facilitate two rounds of community engagement: one at the outset of the planning process and one after the draft objectives and actions have been developed. The engagement could include virtual meetings and webinars, safe in-person workshops, small focus group meetings with stakeholders, online surveys, or other online engagement activities. The final approach for each round will be decided in collaboration with Staff and with the most up-to-date information about the pandemic to ensure safe and productive engagement. It will involve the following activities, which will be managed by the Team.

Design. The Team will work with Staff to design the details for the engagement, including specific input-gathering activities, as well as the creation of meeting materials.

Promote. The Team will manage promotion of the workshop, including creating and producing print and electronic collateral and preparing press releases, etc. Staff will be responsible for contacting local media outlets and assisting in organizing outreach to key stakeholder groups.

Facilitate. The Team will facilitate an informative and engaging program that will include both educational components and input or feedback activities for participants. Both rounds of engagement could be conducted in-person or virtually depending on the comfort level and local restrictions in place due to the evolving nature of the pandemic.

Document. The Team will input raw results into a spreadsheet that will be analyzed and organized around key themes.

2.6 Facilitate City Commission Strategic Plan retreat (wrap up). The Team will facilitate a follow-up retreat with the City Commission towards the end of the process and present findings to date, including what was learned through the staff interviews, project committee meetings, and public rounds of engagement. This retreat will be used to test all aspects of the strategic planning draft objectives and actions.

Deliverables: Component 2

- *City Commission retreat input summary memo (kick-off)*
- *Staff interview input summary memo*
- *All materials, handouts and supplies needed for two rounds of public engagement*
- *All materials, handouts and supplies needed for five project committee meetings*

Component 3: Plan Development

The Strategic Plan will spell out a long-range vision of the community's future as well as a mission and core values for the operations of the City. The Plan—and its actions—will be driven by the intuition of the community and integrated with feedback from Staff and the elected officials. It will develop innovative approaches and strategies to address issues through an Action Agenda.

3.1 Define vision and goals. Based on the public input and analysis conducted, the Team will draft a vision statement for the community, as well as an organizational mission and goals.

3.2 Prepare initial recommendations. The Team will prepare initial recommendations in the form of an Action Agenda that will be organized by objectives that will guide operational priorities, community expectations, and the budget process. The Action Agenda will contain specific actions in the form of projects, programs or policies. The recommendations will be based upon all input gathered throughout the process, including public input, City Commission retreats, and project committee meetings.

3.3 Prepare draft Strategic Plan. The Team will integrate all feedback from the progress work session with the City Commission and final round of public engagement into a draft Strategic Plan. It is anticipated that the draft Plan will at least include the following components:

- **Introduction.** An introduction of the Strategic Plan will include a narrative on why the Plan is important and the description of the process.
- **Action Agenda.** The Action Agenda will convey what strategies the community wants to achieve, and how they will be accomplished. This includes specific steps with assigned responsibility, established time frames, and potential funding mechanisms for specific projects, programs or policies. It is anticipated that some recommendations will need to be addressed by the City Commission or the City as an organization, and others will be completed by other entities in the community. There is also an expectation that some recommendations will be undertaken collaboratively. It is at this point that priorities should begin to be established, e.g. immediate, short-term, mid-term, and long-term.

3.4 Set performance measures. Collaborating with Staff, the Team will identify performance measures, such as benchmarks or milestones to measure the City's progress during implementation of the Strategic Plan. Performance targets and tracking measures will be documented as part of the implementation strategy (which could be stand-alone or integrated into the Strategic Plan document).

3.5 Prepare the final Strategic Plan. Following the close review of the draft Plan by Staff, City Commission, and the project committee, the Team will refine the document and prepare a final, high-quality report. The report will describe the process methodology, key findings, and specific strategic recommendations in the form of an Action Agenda. It will

also include a technical appendix with information on the environmental scan, public input databases, etc.

3.6 Develop Implementation Strategy. The final Plan will include an implementation strategy that outlines practical and implementable actions with responsibilities, resources and a timeframe for implementation for each of the recommendations. The strategy will also include a management framework to help track progress on the Plan's implementation over time.

3.7 Finalize Plan document. The Team will prepare the final Plan, incorporating final Staff and project committee comments. The final Plan will be graphically oriented using illustrations and photographs to convey recommendations to the community. The Team will provide a pdf with separate technical appendices, relevant data collected throughout the process, and map files in GIS format. If the City desires, the Team will present the final Plan, or participate in the presentation of the final Plan to the City Commission.

Deliverables: Component 3

- *Draft vision and goals*
- *Draft Strategic Plan*
- *Final Strategic Plan (including performance measures and implementation strategy)*

PROJECT SCHEDULE

Following is a proposed schedule for completing the strategic plan within 8 months. However the recommendations will be complete in time to meet budget cycle deadlines for 2022*.



KEY

- Meeting ●
- Public Input Sessions ●
- Task Duration ■