

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
THE UNIVERSITY OF KANSAS PUBLIC MANAGEMENT CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and the University of Kansas, a public higher education institution and state agency in the State of Kansas, acting through its Public Management Center, (the "Consultant"). The City and the Consultant are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. In conjunction with the City's Community Strategic Plan ("Strategic Plan"), the City has established multiple committees comprising of City Councilmembers, City staff, community partners and citizens ("Implementation Committees") to develop an implementation plan for each of the critical success factors of the Strategic Plan.
- B. To assist the Implementation Committees, the City desires to hire an entity with experience in local government strategic planning, public engagement and facilitation of collaborative decision making to facilitate discussions with each Implementation Committee to assist in drafting their respective implementation plan (the "Services").
- C. The Consultant submitted a proposal to provide the Services (the "Proposal"), and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect through October 31, 2020.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work of Consultant's Proposal, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Consultant an amount not to exceed \$39,900.00 for the Services set forth in the Consultant's Proposal, attached hereto as Exhibit A and incorporated herein by reference.
4. Payments. The City shall pay the Consultant a lump sum payment once the services are rendered in full to the City's reasonable satisfaction.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions, and to only use the individuals specifically listed in Consultant's proposal. For the avoidance of doubt, Consultant further agrees that it shall not use or permit any of its students, volunteers, subcontractors or any other person for whom Consultant cannot accept liability for to provide the Services, provided that Consultant may use the Mid-America Regional Council (MARC) to provide the Services. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to

perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Materials. Excepted as noted in the Proposal, the City will reproduce all necessary materials for each meeting, provide meeting space, AV equipment, and refreshments.

8. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Limited Liability. As an agency of the State of Kansas, Consultant is a covered party under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In accordance with the Act, the State of Kansas has assumed liability for the negligent or wrongful acts or omissions of its employees and agents acting within the scope and course of their responsibilities on behalf of the state of Kansas. Liability for claims within the scope of the Act may not exceed \$500,000 per occurrence. Consultant agrees that claims for injury or damages which arise out of Consultant's performance of this Agreement and which are subject to the provisions of the Kansas Tort Claims Act may be process according to that Act. Consultant further agrees that City shall not be liable for damages resulting from the negligent or wrongful acts, errors, or omissions by Consultant or its employees.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.5 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget

law” and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.6 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of RSMo §§ 105.450, *et. seq.* Consultant covenants that it 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 Services to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Consultant. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers’ compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. Intentionally Omitted.

14.3 Laws and Regulations. Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement, including but not limited to those specified in this Section. Consultant shall comply with the Americans with Disabilities Act (ADA) and shall hold the City harmless and indemnify City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. Consultant shall not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, and P.L. 88-354 (1964). The Consultant shall not to participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Missouri state law. The Consultant shall include similar requirements of all subcontractors in Agreements entered for performance of Consultant's obligations under this Agreement. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. As outlined in Consultant's proposal, the Mid-America Regional Council (MARC) will be a subcontractor for the Services. No additional subcontracts shall be entered into by the Consultant with any other Party to furnish any of the Services specified herein without the prior written and signed approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. Intentionally Omitted.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. Intentionally Omitted.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Steve Arbor, City Manager

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Consultant: University of Kansas
Public Management Center
1445 Jayhawk, Blvd, Wescoe 6030
Lawrence, Kansas 66045
Attn: Deb Miller, Director

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement or as required by law. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.17 Intentionally Omitted.

14.18 Immigration Requirements. Pursuant to RSMo. § 285.530, if Agreement exceeds five thousand dollars (\$5,000.00), Consultant warrants and affirms to the City that (i) Consultant is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Consultant shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the

employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Consultant reciting compliance is not sufficient.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Prevailing Wages. Intentionally Omitted.

14.22 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Consultant's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.23 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.24 Electronic Signatures. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 20__ (“Effective Date”).

CITY OF LEE’S SUMMIT

William A. Baird, Mayor

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

University of Kansas, acting through its Public Management Center

By 

Print Name Debra Miller

Title Director

Date 11-8-2019

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
University of Kansas, Public Management Center

[Consultant's Proposal and Scope of Work]

See following pages.

City of Lee's Summit

Community Engagement Proposal
for
Strategic Plan Implementation

October 24, 2019



Public service lies at the heart of democracy.

October 24, 2019

Steve Arbo
City Manager
220 Green St.
Lee's Summit, MO 64063

Dear Mr. Arbo:

The KU Public Management Center (PMC) is pleased to provide this proposal to facilitate a community engagement process to develop an implementation plan for Lee's Summit new strategic plan.

As you will see from our proposal, we have the skills, qualifications and experience necessary to successfully work with your citizens, elected officials, staff and community partners.

I would be happy to provide additional information or answer any questions you might have about the PMC and/or our proposal. You may contact me at patty.gentrup@ku.edu or [816.217.9397](tel:816.217.9397).

Sincerely,

Patty Gentrup
Consulting Services Program Manager
KU Public Management Center
School of Public Affairs and Administration

Introduction of the Project Team

KU Public Management Center

The University of Kansas Public Management Center (PMC) will be the lead consultant for this project. The PMC is the professional development division for KU's School of Public Affairs and Administration. Our staff of seven provides training and consulting services for skills enhancement for leaders, managers, staff, and teams and to support organizational development in public organizations. We have worked with hundreds of government entities at the local, state and federal levels.

- Our philosophy: Our work is rooted in the belief that public service and community engagement is at the heart of democracy. Rather than adapt general processes that can be used for any organization or community, we create experiences specifically designed to address the unique opportunities and challenges that are inherent in local government and the communities they serve.
- Our expertise: Our staff has backgrounds working as government practitioners, in public service organizations and/or serving as public officials. We bring this experience into each engagement, adapting content and the process as appropriate.
- Our approach: Our processes are highly interactive. We encourage individuals to bring their experiences with the topics into the conversation, allowing all participants to learn from one another and have voice. In this way we model the inclusive, supportive and collaborative approach that we see as crucial to confronting today's challenges.

Mid-America Regional Council

MARC is the Metropolitan Planning Organization and association of city and county governments, serving the region's nine counties and 119 cities. MARC provides a forum for local governments to convene and define shared solutions to common challenges. The MARC office is conveniently located in the heart of the metropolitan region, within a 35-minute drive of Lee's Summit City Hall. Lee's Summit is an active member of MARC and has representatives on numerous regional committees.

For the services requested, MARC proposes to use resources of its Government Training Institute (GTI). GTI staff routinely support MARC in its responsibilities to prepare and adopt plans on behalf

of area local governments; public engagement and committee deliberations of technical and policy information is a fundamental part of the work of the agency.

One of GTI's most popular programs is the Successful Facilitation Certificate. The certificate program is designed to serve local government executives, department directors, and other managers who deal with elected officials and/or seek public participation. GTI practices what it teaches in the facilitation curriculum.

Personnel

Patty Gentrup, Consulting Services Manager, KU PMC

Patty will be the project manager and primary consultant for the duration of the engagement. She brings 25 years of experience with direct service to local government as well as a consultant to them. She is a skilled facilitator who is able to craft a process that allows all voices to be heard. Patty joined the PMC in January 2018. In that time, she has provided strategic planning services to the cities of Salina, Kansas; the Baldwin City (Kansas) Recreation Commission; and Raymore, Smithville, and Grandview in Missouri; the Kansas City Streetcar Authority, the Johnson County Library, and the Raymore-Peculiar School District. She has also conducted public engagement training for the Kansas City, Missouri Parks Department. Under previous employment, Patty provided strategic planning services to the Unified Government of Wyandotte County/Kansas City, Kansas; the cities of Mission, Eudora, Olathe, and Wamego; and numerous programs associated with the Mid-America Regional Council.

Lauren Palmer, Director, Local Government Services, MARC

Lauren will be a lead facilitator for this engagement. She joined MARC in 2018 and serves at the Director of Local Government Services. She oversees the Government Training Institute and local government programs including the First Suburbs Coalition, CORE4, Managers Roundtable, KC Regional Purchasing Cooperative, and the regional shared services initiative. Lauren is an ICMA Credentialed Manager with 15 years of experience in local government management. Prior to MARC, she served as an assistant city manager in Independence, MO where she had oversight for parks & recreation, public works, community development, human resources, public health, public relations and legislative advocacy. She previously held positions as the city administrator in Parkville, MO and assistant city manager in Manhattan, KS. Lauren started her career with a management internship in the city manager's office in Des Moines, IA.

Noel Razor, Assistant Director, KU PMC

Noel Razor has been with the Public Management Center since 2009 and serves as the assistant director. In her role, Noel directs the PMC's Emerging Leaders Academy, serves as part of the consulting team, and contributes to strategic initiatives at the Center. In the classroom she most

often teaches on topics related to communication skills, organizational change, and leveraging strengths in the workplace. Throughout her career, Noel's work has been in public service, with previous roles in the university and at the American Red Cross at the chapter and national levels. She has a bachelor's degree in American Culture from the University of Michigan, a masters in urban planning from KU, and she completed doctoral work at KU in American Studies to the level of ABD (all but dissertation).

Jennifer Grogg, Communications Specialist, KU PMC

Jennifer is responsible for coordinating communication and event activities, and running the six social media accounts for the KU Public Management Center and the School of Public Affairs. Jennifer will provide support for the project.

Jacob Worth, Local Government Services Intern, MARC

Jacob is in his first year as a graduate student in the prestigious University of Kansas Master of Public Administration program. He holds a bachelor's degree in political science from Colorado State University. Jacob completed an internship in the Colorado General Assembly with Representative Jim Wilson. He also interned in the Mesa County (CO) Clerk & Recorder's Office – Election Division and accurately maintained sensitive voter records. As a part-time intern in the Local Government Services division of MARC, Jacob assists with research and event support for various programs and projects.

In addition, we ask for the opportunity to discuss whether City support staff might occasionally be available to assist during the committee meetings with set up, participant check in and high level summaries.

Project Understanding and Approach

Earlier this year, the City of Lee's Summit concluded its community strategic planning process with the adoption of *Ignite! Your Ideas. Our Future*. That process engaged the elected body and community in identifying seven critical success factors (those things that must go well to achieve the vision) and associated objectives.

The City desires to continue that work, once again engaging the community, in developing strategies and a timeline for initial implementation of the plan over the next two to three years. As such, the City has established committees for each of the critical success factors that comprise about 25 people- citizens, elected officials, community partners and staff.

The Public Management Center proposes a process that will comprise four phases as follows.

Phase 1: Project Kick Off

To ensure a common understanding of the scope and the process to be used, the project team will facilitate a discussion with the city manager and key staff. The focus of the discussion will be to:

- Review the proposed process for the community engagement initiative;
- Discuss sources of additional material to be reviewed by the consultants;
- Identify stakeholders and the finalize the plans for engagement; and,
- Determine communication protocol.

In addition, separate kick-off meetings will be conducted with elected officials, staff and the consulting team to all parties share a common understanding of the issues related to each Critical Success Factor as well as the process to identify strategies and the associated timeline.

Phase 2: Community Engagement

The PMC proposes the following comprehensive engagement process.

Task 1: Community Celebration

In recognition of the extensive work done to date, the City intends to begin this process with a session that will be part celebration of the process just ended and part initiation of the next phase.

We can work with staff regarding how to make this a celebratory event. However, based on conversations with the city manager, it is our understanding that Mayor Bill Baird will set the stage by thanking those who worked so hard on the strategic plan. He will outline the elements

of the plan, reinforce that it is the structure that will be used for the next phase of the process and outline that the next phase of the process will be to prioritize specific strategies and set a timeline for them.

It is suggested that the second half of the program be set aside for each of the seven committees to receive an orientation regarding the process. They will review the information related to their topic area as found in the community input and strategic planning reports, their meeting schedules, and the outcomes for each meeting.

Task 2: Critical Success Factor Committees

Because much of the orientation for the committees will have occurred during the community celebration, just three meetings will be necessary to achieve the City's desire for prioritized strategies and an associated schedule.

Meeting 1:

- Activities:
 - Review environmental scan, community input and strategic plan information *that pertains to their specific critical success factor.*
 - Using small group techniques, identify preliminary strategies to achieve the identified objectives
- Outcome: Initial set of strategies

Meeting 2:

- Activities:
 - Review initial strategies identified at Meeting 1
 - Determine what strategies had been overlooked and/or should also be considered
 - Prioritize strategies using polling technology so that that
- Outcome:
 - A preliminary understanding of which strategies are important to address

Meeting 3:

Following the second meeting, the consultant team would intend to work in tandem with staff to do two things. First, refine the strategies identified in each of the critical success factor committees. Secondly, determine an appropriate timeline for implementation, considering how the strategies across the CSF fit together.

Activities:

- Review/approval for strategies and timeline

Outcome:

- Committee approval

Task 3: Concluding Celebration

Just as the CSF Committees began the engagement process together, we recommend they come together again at the conclusion of the process. Such a gathering would allow each committee to see how their work fits in with the strategic plan as a whole. This could be either before or after a presentation to the City Council.

Task 4: Social Media

The City of Lee's Summit has multiple platforms with which it communicates with its residents: website, Facebook, twitter, Instagram, and a blog, to name a few. It will be important to not only provide information to the community regarding this process but also to respond to their comments.

The City's Director of Creative Services has indicated that the consulting team can be given access to post appropriate information on the City's website. City staff will then identify appropriate channels to push out more information; they will also monitor and respond to social media comments as is necessary. The consulting team will be available to discuss issues that arise and formulate responses as necessary.

Phase 3: Report Development

The Public Management Center will produce a digital report that outlines the process, the prioritized strategies and the timeline for implementation.

Phase 4: Final Presentation

The implementation plan for *Ignite! Your Ideas. Our Future* will be formally presented to the City Council for its review.

Timeline

Our team is prepared to complete this engagement by May 31, 2020.

We understand that the project will begin with the November 25 community celebration, that committee members have been told that meetings will be primarily on Thursdays with some possible Tuesday meetings, and that space is available to have two committee meetings per evening.

The schedule can be accomplished with committee meetings that begin either in December or in January. We would like to discuss the best approach with city staff, considering the following.

- Option 1: Committee meetings begin in December

While a possibility, this option poses some challenges. Project initiation meetings with elected officials, staff and the consulting team would need to be scheduled in November. In addition, three committee meetings would have to be accommodated on one December evening, considering the holiday schedule. Finally, December is a busy month and some participants have indicated that they might not be able to commit until after the first of the year.

- Option 2: Committee meetings begin in January 2020

Deferring the start of the process until after the first of the year allows sufficient time in November and December for project kick-off activities that include the community celebration and the project initiation meetings with elected officials, staff and the consulting team. It also alleviates the possible conflicts not only with multiple committee meetings on one evening but also participants' personal conflicts.

Should this option be selected, committee members could receive one or two communications in December to maintain their engagement and interest level between the November celebration and the January meetings.

Fee

The all-inclusive fee for this engagement as outlined is \$39,900.

It assumes:

- Project initiation meetings with the city manager and with elected officials and staff representing each of the Critical Success Factor topics.
- Planning for and facilitation of the November community celebration.
- Preparation for, facilitation of and follow up to three meetings for each of the seven CSF committees for a total of 21 meetings.
- Meetings with staff to refine the strategies and timeline
- Production of a digital report
- Preparation for and facilitation of a concluding celebration
- Presentation of the final plan to the City Council
- Support of city staff in addressing social media inquiries
- The City will provide space for the meetings, copies of materials for each meeting and refreshments.