City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

September 8, 2016

Via Email Transmission: drjackppi@gmail.com

Personality Profiles Institute
Attn: Dr. Jack Mitchell
1503 SE Riverside Drive
Stuart, FL 34996

Subject: Renewal for Agreement of Professional Services for Executive Coaching for City Employees

Dear Dr. Mitchell,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Executive Coaching for City Employees, for the period beginning October 1, 2016 and ending on September 30, 2017, which represents the first of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., September 20, 2016**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

L Darden

Lenora Darden, CPPB
Procurement Manager

☑ I hereby agree to the contract renewal as specified of the subject Agreement

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

Dr Jack Mitchell
(Signature)

Jack Mitchell
Printed Name

Sept. 8, 2016
Date

PRESIDENT
Title

STANDARD "SHORT FORM AGREEMENT"
BETWEEN
CITY OF STUART AND CONSULTANT
FOR PROFESSIONAL SERVICES

PROJECT: Professional Services for Executive Coaching for City Employees

CONSULTANT: **Personality Profiles Institute**
1503 SE Riverside Drive
Stuart, FL 34996

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 1 day of October, 2015 by and between Personality Profiles Institute, 1503 SE Riverside Drive, Stuart, Florida, hereinafter referred to as "CONSULTANT" and the CITY of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "CITY", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

CITY intends to enter into a contract with CONSULTANT for provision of professional services for Executive Coaching services for the CITY of Stuart; and the payment for those services by CITY as set forth below:

II. SCOPE OF SERVICES

CITY enters into this contract with CONSULTANT for provision of Professional Services associated with the project described above. The CONSULTANT agrees it will perform those professional services for the fees stipulated below. The detailed scope of services to be performed is as follows:

TASK 1: GOAL

CONSULTANT will provide a smooth transition of highly competent and emotionally mature executive leadership personnel within the CITY of Stuart. The new leaders will function individually at the highest levels of competence, and work effectively as an Executive Leadership Team for the City.

TASK 2: STRATEGY

CONSULTANT will provide Executive Coaching for City employees who have demonstrated potential for executive leadership positions. The Coaching will aide each

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participant to maximize their leadership skills and emotional quotient, as well as develop a sensitivity and relationship with other participants so they become not just individual leaders within the City, but also become a Leadership Team within the City.

TASK 3: TACTICS

CONSULTANT will:

- Meet with each Department Head involved with the overall Succession Plan, and discuss the present strengths and areas of perceived growth of their participant(s).

- Have each participant complete a DISC Management Profile

- Conduct Group Coaching Sessions once a month through September 2016. Each Group Session will last approximately 1 to 1 1/4 hours, and be held in a comfortable meeting room provided by the City.

- Meet with each participant for one-on-one Executive Coaching two weeks following each Group Coaching Session. Each individual Executive Coaching Session will last approximately forty-five (45) minutes, and be held in a private room conducive for confidential discussions provided by the City.

III. AGREEMENT PROVISIONS

Section 1. Term of Contract

The effective date of this Contract shall be the date of execution of this Contract by both CITY and CONSULTANT. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties, not to exceed six (6) months.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate CONSULTANT for performing the Executive Coaching and Team Leadership Services for an annual amount not exceed $14,000.00, and in accordance with CONSULTANT 'S pricing schedule formalized in "Exhibit A" to this Contract. Contractor's pricing schedule shall include as follows: hourly rate, Coaching sessions, a brief description of the work, and projected completion time. CONSULTANT'S pricing may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

2.2 Invoices

CONSULTANT shall submit monthly invoices to the CITY no later than the last day of the month for work accomplished under this Contract.

2.3 Payment

Payment for services rendered is due upon receipt of invoice by CITY. Payment is delinquent 30 days following receipt and approval of invoice by CITY.

Section 3. Reimbursable Expenses

All reimbursable expenses are subject to the "not to exceed limit" set forth in paragraph 2.1 above.

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the CONSULTANT to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the CITY, the CONSULTANT agrees to perform additional services hereunder, the CITY shall pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based upon a formula or method which is the same or similar to that used in establishing the fees in this agreement by mutual consent; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT, or a change in the scope of concept of the Project initiated by the CITY, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 5. Use of Documents

5.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Contract shall become the property of and shall be delivered to the CITY after final payment is made to the CONSULTANT.

5.2 Photographs

Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property, and may be used by it for publication.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

6.2 Termination for Cause

The performance of the Agreement may be terminated by the CITY of Stuart in accordance with this clause, in whole or in part, in writing, whenever the CITY shall determine that the CONSULTANT has failed to meet performance requirement(s) of the Agreement. If the successful bidder should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the CITY, then the CITY can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this agreement.

Section 7. CITY's Obligations

7.1 Data to be Furnished

The CITY shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the CITY upon request.

7.2 Designated Representative

The Designated Representative of the CITY to act with authority on the CITY's behalf with respect to all aspects of the Project is Linda Toppi, Human Resources Director. This designation may be delegated by the Director to another person provided such delegation is done in writing provided to the CONSULTANT.

Section 8. Persons Bound by Agreement

8.1 Parties to the Agreement

The persons bound by this Contract are the CONSULTANT and the CITY and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-CONSULTANTs as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

8.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than CONSULTANT and the CITY.

Section 9. Indemnification of CITY

The CONSULTANT and any of its agents, employees, sub-consultants, or anyone for whose act or acts any of them may be liable in the performance of the services under this Contract shall indemnify and hold harmless CITY, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Contract.

The CONSULTANT agrees to hold the CITY harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agents, Subconsultants and their employees and agents.

Section 10. Insurance. Section Not Used

Section 11. Professional Standards

11.1 Other Agreements

CONSULTANT is entering into this Contract with the understanding that the CITY has no agreements, either written or oral, for professional services relating to this specific Project which include any of those services within the Scope of Services defined herein.

11.2 Approvals Not Guaranteed

All work performed by CONSULTANT will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that the CONSULTANT will exercise its best efforts to obtain all such approvals contemplated under this Contract.

11.3 Governmental Regulations Affecting Land Use: Section Not Used

Section 12. Opinions of Cost

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the CITY wishes greater assurance as to the amount of any cost, the CITY shall

employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the CITY will be paid for as additional services hereunder by the CITY.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the CONSULTANT defaults in the performance of any of the terms, covenants and conditions of this Contract, the CONSULTANT agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

14.6 Contractual Authority

By signing this Contract the CONSULTANT swears or affirms, under penalty of perjury, that this is a valid act of the CONSULTANT, and that no later claim shall be made by the CONSULTANT that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the CITY, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

14.8 Consultant's Records

As a condition precedent to CONSULTANT filing any claim against CITY, CONSULTANT shall make available to CITY all of CONSULTANT's books and records (directly or indirectly related to the claim of CONSULTANT's business) requested by CITY. Refusal to do so shall constitute a material breach of this contract.

Maintenance and Public Access to Records: In compliance with F.S. 119.0701 (2013) the CONSULTANT shall:

(a) Keep and maintain public records that would ordinarily and necessarily be required by the CITY of Stuart in order to perform the services provided by the CONSULTANT. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.

(b) Provide the public with access to these public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(f) If the CONSULTANT does not comply with a public records request, the CITY shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Fee Schedule."

"Exhibit B" - "Indemnification/Hold Harmless Agreement"

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Signatures are on following page

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract the day and year indicated below.

CITY

ATTEST:

CITY CLERK

CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS

CITY ATTORNEY

WITNESSES:

(Signature)

Jim Chrulski

(Signature)

CONSULTANT

(Signature)

John A. Mitchell

(Printed Name & Title)

RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK
ON 12 . 11 . 2015

EXHIBIT A

"FEE CHEDULE"

DSCRIPTION	UOM	FEE
Department Head Meetings	HR	$125.00
DISC Management Profiles	EA	$ 75.00
Group Coaching Sessions	EA	$1,200.00
Individual Coaching Sessions	HR	$150.00
NOT TO EXCEED TOTAL		**$14,000.00**

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EXHIBIT B

"INDEMNIFICATION/HOLD HARMLESS AGREEMENT"

See next page(s)

CITY OF STUART, 121 S.W. Flagler Avenue, Stuart, FL 34994

Email: ldarden@ci.stuart.fl.us

DATE: 12/10/15

TO: _____ **COMPANY:** PPI

TELEPHONE: _____ **FAX:** _____

FROM: _____ **ORGANIZATION: The City of Stuart**

TELEPHONE: _____ **FAX:** _____

FOR SERVICES TO BE PERFORMED AT: _____

SCOPE OF WORK AS FOLLOWS: LEADERSHIP TRAINING & COACHING

_____

The City anticipates on awarding the above scope of work to your Company upon your concurrence with the following vendor requirements. Please note the City is unable to issue any portion of the above services without vendor's concurrence to the requirements listed herein.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the City of Stuart, Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Stuart, its officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by and of them.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Stuart to enforce this indemnification clause shall be borne by the Contractor. The obligations contained in this indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Please sign below and email or fax no later than _____ TO 772- 600-0134. Note: Vendor's signature denotes full understanding and acceptance to the terms and conditions made by the City of Stuart as listed herein.

JA Mitchell — 12/10/15

Authorized Signature — Date

John A. Mitchell — PPI

Name (Print) /Title — Company Name