



**Proposal: Downtown Roseville Partnership Strategic Plan Development**

**Project Understanding**

Shellito Training and Consulting (The Consultant) understands that the Downtown Roseville Partnership is desiring professional services related to the development of a strategic planning framework to guide the Partnership in the future.

**Scope of Work**

The Consultant has developed the following scope of work for this project based on understanding of Downtown Roseville Partnership's goals and needs.

1. Placemaking presentation and environmental scan/swot analysis & goal discussion of the Downtown Roseville Partnership – Board Workshop
2. Refine the Downtown Roseville Partnership's vision, mission & values with emphasis on crafting a strong vision that articulates what outcomes occur if the organization is successful.
3. Identify "strategic initiatives/overarching goals" that should be pursued and accomplished through the work programs and efforts of the Downtown Roseville Partnership.
4. Develop and/or refine written statements of Mission, Vision, Values and Strategic Initiatives/Overarching Goals for the Downtown Roseville Partnership.
5. Facilitate Board discussion on prioritizing and time line for goals, work programs and budget to be accomplished during 2024-2025.

**Project Timeline**

The timeline to complete the identified scope of work will be 90-120 days, depending on the availability of the Board and Board representatives to work with the Consultant.

**Fee Proposal**

The fee proposal is based on the above scope of work and at a time and materials basis. The total contract amount is estimated at \$12,000 per the Consultant's hourly rate of \$225 per hour. Professional services include the following: planning, facilitation, training, report writing, material review & analysis, presentation preparation and teleconference meetings lasting 20 minutes or more.

**Contact Information**

Michael T. Shellito  
Shellito Training and Consulting  
P.O. Box 513, Loomis, CA 95650  
C: 916-768-9172 Email: mshellito@gmail.com

## **Shellito Training and Consulting CONSULTING SERVICES AGREEMENT**

This Agreement ("Agreement") is made and entered into on the date(s) set forth herein between the Downtown Roseville Partnership (Client), and Shellito Training and Consulting ("Consultant").

NOW, THEREFORE, the parties agree as follows:

**Engagement.** Client hereby engages and retains the Consultant as an independent contractor to provide the following services outlined in the attached Scope of Work (Exhibit A). It is understood that the Consultant is not an employee but is instead an independent contractor and is primarily responsible for the manner in which his services are performed, and Consultant will not become an employee, partner, agent or principal of Client unless expressly agreed to by the parties in writing.

**Term.** This Agreement shall be effective April 1, 2023 and shall remain in effect until December 31, 2024, unless extended by mutual agreement of the parties.

**Consultant.** Consultant will be the exclusive provider of services under this contract.

**Fees.** As consideration for the services provided by Consultant, Client shall pay Consultant in accordance with the fee proposal outlined in the attached scope of work. (Exhibit A)

**Reimbursable Expenses.** In addition to the fees provided in Article 4, Client agrees to reimburse Consultant for reasonable and necessary business expenses by Consultant on behalf of the Client in connection with the services described above. Consultant agrees to follow Client's normal procedures for documenting all reimbursement requests. Such expenses shall include, but shall not be limited to, the following:

- a) **Mileage Reimbursement.** IRS current rate & travel time Included in hourly rate.
- b) **Clerical/Printing Expenses.** Costs for preparation of documents including printing and copying costs, unless provided by the Downtown Roseville Partnership.

**Billing Statement.** Consultant shall submit billing statements to Client on a monthly basis (1<sup>st</sup> of the month) that summarizes the activity of the Consultant over the prior month. Client shall pay the full amount of the billing statement within 30 business days after receipt. Any payment not paid within thirty (30) days of invoice shall bear a late penalty of 5% for each billing period not paid in full.

**Proprietary Information.** Consultant agrees that he will not disclose, nor make use of Client's proprietary and confidential information for his own purposes or for the benefit of any other person or entity under any circumstances during or after the term of his engagement.

**Work Product.** Work product generated by Consultant pursuant to this Agreement shall belong to Client.

**Non-Exclusive Representation.** Consultant may represent, perform services for, and contract with additional clients, persons or companies as Consultant, in his sole discretion, sees fit.

**Indemnity.** Consultant will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this Agreement or on the part of the employees or agents of Consultant unless those acts or omissions are due to willful misconduct. Client will indemnify and hold Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered

to Client under the terms of this Agreement, unless Consultant is judged by a court of competent jurisdiction to be guilty of willful misconduct.

**Termination of Agreement.** Either Client or Consultant may terminate this Agreement at any time, with or without cause, provided that the party terminating this Agreement provides 30 days' written notice to the other party. If so terminated, then Consultant shall be entitled to compensation for services requested and actually performed up to the date of Agreement Termination.

**ATTORNEY' FEES.** The prevailing party in any action or suit commenced by either party in relation to the enforcement or performance of the Contract shall be entitled to recover from the other party all costs and expenses of the action or suit, including, but not limited to, reasonable attorney' fees, costs and expenses.

**CONSULTANT:**

Shellito Training and Consulting  
a Sole Proprietor

\_\_\_\_\_  
By: Michael T. Shellito, Its Owner

Date: \_\_\_\_\_

**CLIENT:**

Downtown Roseville Partnership

\_\_\_\_\_  
By: Name. Board President

Date: \_\_\_\_\_

