

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Strategic Plan
Contract #: SP-1

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and BERK Consulting Inc, a Washington Profit Corporation ("Consultant") is dated this 24th day of March 2025.

Consultant Business: **BERK CONSULTING, INC.**
Consultant Address: **2200 6TH AVE STE 1000,
SEATTLE, WA, 98121-1859, UNITED STATES**

Consultant Phone: 206-324-8760

Contact Name: Trish Raysor

Contact e-mail: billing@berkconsulting.com

UBI Number:**601 219 609**

Authorized City Representative for this contract: Mike Chambless City Administrator

WHEREAS, the City desires develop its inaugural Citywide Strategic Plan;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of developing strategic plan; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to develop its inaugural Citywide Strategic Plan.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

The project manager(s) of the Work shall be Mike Chambless City Administrator. The project manager(s) shall not be replaced without the prior written consent of the City.

C. Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 1, 2025, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 100,000 as shown on Exhibit A, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Mike Chambless, City Administrator
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the

Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant’s employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Consultant” includes employees, agents, representatives sub-consultants; and (3) “Claims” include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney’s fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant’s expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant’s insurance shall be rated by A. M. Best Company at least “A” or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers’ Compensation Insurance as required by Washington law and Employer’s Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers’ Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn:
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

BERK Consulting
Attn: Brian Murphy
2200 Sixth Ave, Suite 1000
Seattle, WA 98121

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

CITY OF SNOQUALMIE,
WASHINGTON

By: Katherine Ross
Its: Mayor
Date: _____

Corporation

[Consultant's Complete Legal Name]

By: _____
Typed/Printed Name: _____
Its: _____
Date: _____

ATTEST:

Deana Dean, City Clerk
Date:

APPROVED AS TO FORM:

Dena Burke, City Attorney
Date: _____

Exhibit A

Scope of Work

Project Kick-off and Ongoing Project Management

Project Launch Meeting. We will schedule a kick-off meeting with the City's Project Manager to identify desired project outcomes and talk through our proposed approach. Based on the kick-off meeting, we will finalize a project calendar and project workplan to be reviewed by the City's Project Manager.

Background Document Review. Core members of the BERK team will review key documents, including the 2023 National Community Survey and the recently adopted Comprehensive Plan and PROS Plan. We will familiarize ourselves with the City's Vision, Values, and Mission; its service delivery structure and budget; and current topics, including the recent Land Capacity Analysis and the status of the police services contract with North Bend.

City Council Retreat #1: Project Kick-off. We will participate in a City Council retreat on March 28 to discuss the scope of the project and Council's desired outcomes. We will introduce the City Effectiveness Assessment Framework as described below and use this structure to facilitate Council's discussion of potential topics to be addressed in the strategic planning process. This early conversation will be introduced as an exploratory discussion rather than a decision-making or direction-setting discussion.

Ongoing Project Management. We will hold regular check-in meetings with the City's Project Manager over the remainder of the project to review project status and proactively address challenges that arise.

Products

- Project calendar and workplan.
- City Council retreat materials.

Phase 1: Assessment, Engagement, and Direction Setting

Phase 1 focuses on establishing an analytic basis for planning, using BERK's City Effectiveness Assessment as a foundational framework. As described below, the results of the Assessment will be used in community, partner, and City Council engagement to 1) establish a shared understanding of the City's role and current performance; and 2) to facilitate a structured visioning and priority-setting exercise.

City Leadership Team Meetings (Up to 5). We propose using regular meetings of the City's Leadership Team to advance the analytic and planning work of the project and to generate content to be used in City Council and community engagement efforts. BERK would participate in these meetings virtually or, when appropriate, in-person.

City Effectiveness Assessment. We will draw on the expertise of BERK's interdisciplinary team to conduct a rapid assessment of the City of Snoqualmie's effectiveness in a variety of interrelated dimensions. This assessment is conducted collaboratively with City staff and described in greater detail on the following pages.

With our assessment of each dimension, a BERK team member with relevant expertise will:

- Review existing City documentation and plans.

- Consult with the appropriate member(s) of the City’s leadership team.
- Benchmark the City along a spectrum of standards and best practices for comparable communities.
- Summarize strengths, challenges, threats, and opportunities for improvement, as well as potential milestones and performance metrics that could be tracked going forward.

The City Effectiveness Assessment will succinctly present opportunities for improvement or additional investment. These opportunities can be weighed against one another relative to Snoqualmie’s Vision and Mission and the priorities of its residents articulated through community engagement.

Public Communications Support and Community Engagement. BERK will work with the City of Snoqualmie Public Information Officer to develop and maintain a webpage and provide regular updates via the City’s E-News and social media presence. These efforts will share information about the strategic planning process, including the project purpose and key findings from the City Effectiveness Assessment, and be used to encourage participation in community engagement activities.

Community engagement activities in this phase will focus on establishing a shared understanding of the role of the City (and its partners), constraints on City capacity, and potential areas of focus in the coming years. We aim to engage diverse community members on issues related to the City by making the issue relevant, presenting information in highly accessible materials and in bite-sized chunks, building a conversation over time, and leveraging the natural social networks that exist in any community. However, we know that residents still experience engagement fatigue.

Our project budget includes \$21,990 for engagement activities. This pool of resources will be directed by an Engagement Plan to be developed in collaboration with City staff. Potential activities include the following.

- **Partner Interviews.** The BERK team could conduct interviews with key partners, such as representatives of the Snoqualmie Indian Tribe, the City of North Bend, the Snoqualmie Valley School District, the Snoqualmie Valley Human Service Coalition, and the SnoValley Chamber of Commerce. These interviews will complement engagement with City staff, policymakers, and Snoqualmie residents and business owners.
- **Community Member and Business Discussion Groups.** Discussion groups would be used to share key insights from the City Effectiveness Assessment and explore participants priorities for City services. Given results of the 2023 Community Survey, we propose that one discussion group be focused on businesses and economic development. Discussions can be held in person or virtually and we will recruit through community organizations such as the SnoValley Regional Chamber, the Historic Downtown Merchants Association, Kiwanis and Rotary, and Snoqualmie’s Citizens Academy. We will discuss potential compensation or incentives with the City.
- **Online and in-person open house.** An in-person event held at City Hall or in a welcoming community venue with an online participation options. One of our best-attended, most representative engagement events was held in a local restaurant.
- **Pop-up tabling sessions** at local service providers, community gathering places, or community events, such as the Snoqualmie Library and Snoqualmie Farmer’s Market.

City Council Briefings (2). We anticipate supporting or participating in two Council briefings during this phase of work to ensure that Councilmembers are well informed of our efforts and able to respond to any constituent questions and input they may receive.

Phase 1 Products

- City Leadership Team meetings materials.
- Communications and community engagement materials.
- Assessment and Engagement Summary.
- Summary of Strategic Focus.

Phase 2: Plan Development and Adoption

Council Retreat #2: Situation Assessment and Direction Setting. We propose that this phase of work begin with a second Council retreat. This event would focus on reviewing the City Effectiveness Assessment and community and partner engagement. Council would have ample time to review material in advance of this meeting so the bulk of the time could be spent identifying strategic areas of focus to incorporate in the strategic plan.

City Leadership Team Meetings (up to 3). We anticipate facilitating three meetings of the Task Force in this phase of the project. This phase will focus on reflecting on the first stage of community engagement, refining options, and moving towards consensus in Task Force recommendations.

Draft Plan Development. We will work iteratively with the City team to outline and flesh out a Draft Strategic Plan. We will order strategies by priority level and establish a phased timeline for next steps based on input from City Council, staff, and members of the public.

Public Communications Support and Public Feedback. We will coordinate with City staff as necessary and continue to support public communications. As a part of communications support, we will design opportunities for the public to provide feedback and reactions to the draft plan, such as online forums or social media polls.

City Council Work Sessions (2). We will hold two work sessions with Council during the plan development phase to iterate on and review the Draft Strategic Plan. At this session, we will also establish an Implementation Framework to guide ongoing use of the Strategic Plan and performance management.

Final Strategic Plan and Final Report to Council. The final Strategic Plan will outline the City's long-term vision, strategic priorities, and an Implementation Framework that includes phased action steps and performance measures. It will be structured for accessibility, with clear organization and visual elements that highlight key strategies while providing supporting details in appendices. This will serve as a guiding resource for City staff, Councilmembers, and community stakeholders, ensuring alignment on priorities and a shared path forward. The integrated Implementation Framework will describe how the City commits to using the Strategic Plan to guide ongoing decision making, including budget setting and departmental workplans. It will also describe the milestones and performance metrics to be tracked and communicated to the public as the Strategic Plan is implemented.

Phase 2 Products

- Council Retreat and work session materials.
- City Leadership Team meetings materials.
- Communications and community engagement materials.
- Draft and Final Strategic Plan with Implementation Framework.

Budget and Timeline

BERK will invoice monthly on a time and materials basis up to a not-to-exceed amount of \$100,000. Our estimated level of effort by person and by task is shown on the next page, with the understanding that project circumstances may require shifts across individuals and tasks, all within the not-to-exceed amount above. We will work with the City to have the Strategic Plan ready for Council adoption on November 14, 2025.

EXHIBIT B
COMPENSATION

	Brian Murphy Project Manager	Maddie Immel Co-Facilitator and Lead Analyst	Isa Hirata Engagement and Analytic Support	Finance, Economics and Land Use Planning Experts	Total Hours and Estimated Cost by Task
2025 Hourly Rate	\$260	\$190	\$160	\$190	
Project Kick-off and Ongoing Project Management					
Project Launch Meeting	2	2	2		
Background Document Review	4	4	4		
Council Retreat #1: Project Kick-off (in-person)	10	12			
Ongoing Project Management	10				
Subtotal	26	18	6	0	50 \$11,140
Phase 1: Assessment, Engagement, and Direction Setting					
City Leadership Team Meetings (up to 5, in-person and virtual)	15	15			
City Effectiveness Assessment					
Land use	2			8	
Parks and Recreation	2			4	
Housing	2			8	
Economic Development	2			8	
Fiscal	2			8	
Public Safety	2			4	
Public Communications and Engagement	2	4			
Summary Assessment	2	8	8		
Public Communications Support and Community Engagement	0	45	84	0	
City Council Briefings (2)	8	8			
Subtotal	39	80	92	40	251 \$47,660
Phase 2: Plan Development and Adoption					
Council Retreat #2: Summary Situation Assessment and Direction Setting	12	14			
City Leadership Team Meetings (up to 3, in-person and virtual)	9	9			
Draft Plan Development	14	14	10		
Public Communications Support and Public Feedback		6	20		
City Council Work Sessions (2)	14	14			
Final Strategic Plan and Final Report to Council	14	14			
Subtotal	63	71	30	0	164 \$34,670
Total Estimated Hours	128	169	128	40	465
Cost (Hours*Rate)	\$33,280	\$32,110	\$20,480	\$7,600	\$93,470
Subtotal Consultant Cost	\$93,470				
5% Contingency	\$5,000				
Project Expenses: Printing and Mileage	\$1,530				
Estimated Project Total	\$100,000				