

**CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
IT Management, Operations, and Staffing Assessment**

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and Berry Dunn McNeil & Parker, a limited liability company ("Consultant") is dated this ____ day of March, 2023.

Consultant Business: Berry, Dunn, McNeil, and Parker, LLC

Consultant Address: 2211 Congress Street
Portland, Maine 04102

Consultant Phone: 207-541-2200

Consultant Fax: 207-541-2212

Contact Name: Chad Snow

Contact e-mail: csnow@berrydunn.com

Federal Employee ID No.: 01-0523282

Authorized City Representative for this contract: Christopher Miller, Department Director

WHEREAS, the City desires to enter into a professional services agreement with BerryDunn for an IT Management, Operations, and Staffing Assessment and for IT Director Recruitment Assistance;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the above-referenced areas; and

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

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.

C. The project manager(s) of the Work shall be Chad Snow. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed no later than May 31st, 2023, 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 \$ 58,735 as shown on Exhibit B, 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: Christopher P. Miller, Interim Information Technology Director
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 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:

Berry, Dunn, McNeil & Parker, LLC
Attn: Charles Snow
2211 Congress Street
Portland, ME 04102

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: _____
Its: Mayor
Date: _____

Corporation

[Consultant's Complete Legal Name]

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

ATTEST:

Reina McCauley, Deputy City Clerk
Date:

APPROVED AS TO FORM:

Anna Astrakhan, Assistant City Attorney
Date: _____

Exhibit A

Scope of Work

City of Snoqualmie
February 3, 2023
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Project Approach

Below and on the following pages, we provide a detailed account of our work plan, illustrated in Figure 1, to complete the City's desired IT Management, Operations, and Staffing Assessment.

We have incorporated the tasks necessary to complete this assessment into the work plan originally developed to execute the IT Project Management Program and Capacity Model. We have incorporated work completed to-date into the work plan, and we have applied the cost of work completed to-date from our revised fees.

Figure 1: BerryDunn's Proposed Work Plan



Phase 1: Project Planning

Building strong relationships with our clients is key to our collaborative service approach, and collaborating on a clear project timeline and scope of work is the first step in the process.

- 1.1 **Conduct initial project planning.** We will facilitate a project planning teleconference with the City's project team, focusing on the following topics:
 - ▲ Clarify goals and known project constraints
 - ▲ Introduce project stakeholders
 - ▲ Establish collaboration tools and methods
- 1.2 **Develop a draft Project Work Plan and Schedule.** Following the initial project planning teleconference, we will develop a draft Project Work Plan and Schedule. This will address specific City issues and concerns relating to our approach for managing communications, as well as our approach to scope, risks, and resource management. It will also address BerryDunn's approach to providing the exact services outlined in our proposal, delivered at the agreed-upon time frame for each task.
- 1.3 **Facilitate a remote work session to review the draft Project Work Plan and Schedule.** Our team will review the draft Project Work Plan and Schedule with the City's project team and incorporate any requested changes before updating to final.

Phase 1: Project Planning

1.4 Update Project Work Plan and Schedule to include an IT Management, Operations, and Staffing Assessment. Should the City like to move forward with the expanded scope and conduct an IT Management, Operations, and Staffing Assessment, BerryDunn will update the Project Work Plan and Schedule to accommodate the expanded scope. We estimate that this will add an extra three to four weeks to the overall project schedule, and we will meet with the City's project team to review and finalize the updated Project Work Plan and Schedule.

Deliverable 1 – Project Work Plan and Schedule

Phase 1 Differentiators

- ✓ Our team will apply A Guide to the Project Management Body of Knowledge (PMBOK® Guide) project management principles to establish a measurable timeline.
- ✓ The Project Work Plan will incorporate agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management.
- ✓ Applied Prosci® change management methodology prepares City staff for change at each project step.

Phase 2: Assessment

The foundation of our research and recommendations will come from the City's input. The tasks outlined in this phase will allow our team to assess the City's current IT management, operations, and staffing environment, identify gaps in best practices, and make actionable recommendations to address the gaps.

2.1 Submit document request to the City and review documentation. To prepare for IT fact-finding activities, we will request materials that enable our team to analyze the City's baseline. The documents requested from the City will be used to gain an understanding of the City's current technology environment and will likely include IT policies and procedures, an organization chart, job descriptions, network infrastructure diagrams, an inventory of software applications, and a list of custom developed applications or interfaces as well as other documentation. This documentation will supplement information already provided to BerryDunn as part of the current Project Management Program and Capacity Modeling Services engagement.

We respectfully request that the City provide available documentation prior to the project re-kickoff meeting and fact-finding interviews, as reviewing this information in advance of this work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

2.2 Develop and administer an IT position questionnaire. BerryDunn will develop a questionnaire to gather feedback from current IT staff related to their current workload, daily tasks, job satisfaction, job skills, relevant education, and more. We will review the questionnaire responses and compare the feedback to current job descriptions and time allocation data provided as part of the information request.

Phase 2: Assessment

2.3 Conduct remote fact-finding interviews. We will conduct a series of interviews and work sessions with City stakeholders. We will facilitate one-on-one interviews with IT staff to gather information related to staffing analysis, e.g., current workload, daily tasks, job skills and relevant education, job satisfaction, and more. We will lead topic-based interviews with multiple participants to gather information related to IT management and operations. We will include all information gathered to-date, including information gathered during the January 2023 fact-finding meetings, in our analysis.

2.4 Develop draft Current Environment Assessment Report. Based on the data and documentation shared by the City, as well as information gathered through fact-finding interviews, we will develop a draft Current Environment Assessment Report. This will cover the following requested areas:

- ▶ IT Organizational management and governance
- ▶ Network configuration and capacity
- ▶ Network perimeter management
- ▶ Server configuration and capacity
- ▶ Configuration management
- ▶ Database management
- ▶ Change control
- ▶ Data Security
- ▶ Disaster Recovery and Business Continuity
- ▶ Physical and environmental controls
- ▶ End-user device management
- ▶ IT Service Management and Performance Measurements
- ▶ Software Asset Management
- ▶ Application management
- ▶ IT Staffing Structure, Capabilities, and Qualifications

The assessment will include a list of critical gaps in best practices for municipal IT organizations.

2.5 Review and update the Draft Current Environment Assessment Report. We will review the Current Environment Assessment in draft form with the City's project team. As part of this step, we will confirm the list of critical gaps with the City's project team. We will incorporate feedback and requested revisions to the draft Current Environment Assessment before preparing recommendations in the next draft version of the report.

Deliverable 2 – Draft Current Environment Assessment Report

2.6 Develop actionable recommendations. After reviewing the Draft Current Environment Assessment Report with the City's project team, we will develop a list of actionable recommendations that they City may follow in order to address the critical gaps identified.

2.7 Update Current Environment Assessment Report to final. We will update the assessment to final form, incorporating the list of actionable recommendations. We will confirm these recommendations with the City's project team and incorporate any final feedback and revisions.

Deliverable 3 – Final Current Environment Assessment Report

Phase 2: Assessment

2.8 Conduct ongoing project management. Throughout the project, BerryDunn will communicate project status updates on at least a biweekly basis. Status updates will include project activities and accomplishments, upcoming activities, issues encountered, and anticipated challenges that may impact project delivery as well as mitigation strategies.

Deliverable 4 – Biweekly Project Status Updates

Phase 2 Differentiators

- ✓ The documentation request and fact-finding interviews help to clarify the current IT operations, management, and staffing within the City.
- ✓ We will engage IT staff to solicit input and first-hand insights and perspectives. This will allow IT staff to participate in identification of strengths and gaps in IT Department operations, generation of ideas for skill development, and organizational structure recommendations. Through our experience conducting similar engagements, we understand the importance of involving City stakeholders in a collaborative manner to facilitate understanding of the City's current baseline and obtain support for recommendations and new or modified processes.

Project Team and Timeline

The additional scope of work will be completed by the same project team members currently working on the IT Project Management Program and Capacity Model engagement, with an additional team member joining. We estimate the revised work plan will add an estimated five to six weeks to the overall project timeline estimated in the current engagement, and we will review those changes with the City's project team during Task 1.4, Update Project Work Plan and Schedule, to include IT Management, Operations, and Staffing Assessment. We recognize that the City would like to complete this initiative quickly, and we will work with the City to maintain an efficient pace throughout the engagement.

Approach to IT Director Recruitment Assistance

BerryDunn's team is committed to partnering with the City to assist with the recruitment of its next IT Director. Our team will assist the City with drafting a job description and posting, as well as application review and interviews, to identify candidates that not only possess the necessary technical skills to perform the critical elements of the position but to understand the behaviors and personality types that would best fit into the organization's culture.

Our proposed steps are as follows:

1. BerryDunn will provide feedback on the City-drafted IT Director job description, helping to ensure responsibilities and qualifications align with the needs of the City. We will also provide guidance to the City on where to post position. For example, ads can be placed on local or national websites, alumni sites, networking sites, industry websites and in any specialty publications or websites that might draw candidates from a specific industry.

2. As applications come in, we can review resumes and qualification materials for their relevance to the IT Director position, participate in initial or short-listed candidate ranking meetings with the City, and provide consulting on any salary requirements conveyed by candidates.
3. Our team can then participate in the City's interview process. We can also provide you with interview questions that will help you identify the best IT Director candidate to fit the City.
4. If needed, we can check references and provide summaries of those references as requested.
5. Following interviews and needed reference checks, we can participate in a final selection meeting with the City's hiring authorities.

All of the above steps are offered to the City on an as-needed, on-call basis at an hourly rate proposed in the next section.

EXHIBIT B
COMPENSATION

City of Snoqualmie
February 3, 2023
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Proposed Fees

IT Management, Operations, and Staffing Assessment

Our estimated fixed fee to complete the City’s revised scope of work is \$63,940, as represented in Table 1. As of February 28, 2023, BerryDunn has completed work on the contracted engagement totaling \$36,733. The existing work will contribute to the IT Management, Operations, and Staffing Assessment, and BerryDunn therefore will apply that work and associated January, February, and March 2023 invoices to this revised scope of work.

These costs represent a fixed price for completing the City’s requested scope of work, assuming that all project activities will occur remotely. Should the City desire BerryDunn complete portions of the project on-site, we will bill travel as incurred.

Table 1: Cost by Project Phase

No.	Phase	Original Cost	Revised Cost
1	Project Planning	\$4,595	\$5,595
2	Assessment <i>(and original Framework and Capacity Modeling Phase)</i>	\$40,400	\$58,345
Fixed-Fee Project Total		\$44,995	\$63,940
<i>January 2023 invoice applied</i>			<i>(\$4,135.50)</i>
<i>Projected February 2023 invoice applied</i>			<i>(\$9,679.50)</i>
<i>Projected March 2023 invoice to be applied</i>			<i>(\$13,392.50)</i>
Remaining Revised Fixed-Fee Project Total:			\$36,733

IT Director Recruitment Assistance

In Table 2, we have provided our estimated hours of assistance for each of the steps in the Approach to IT Director Recruitment Assistance services. The estimated hours form the basis for the not-to-exceed cost associated with these services at an hourly rate of \$210.

We will submit monthly progress invoices based on the actual hours expended that month. We will include the monthly progress amount in hours along with a tracker of the utilization rate versus planned and remaining hours.

Table 2: Cost Estimate by Assistance Steps

No.	Step	Estimated Maximum Hours	Estimated Cost
1	Job Description Review and Feedback	3	\$630
2	Application Review and Feedback	12	\$2,520
3	Interview Preparation and Participation	12	\$2,520
4	Candidate Reference Checks and Summaries	8	\$1,680
5	Candidate Selection Consulting	6	\$1,260
Hours-Based Not-to-Exceed Total		41	\$8,610

Proposed New Contract Fees

IT Management, Operations, and Staffing Assessment Fixed-Fee Total	Hours	Cost
IT Management, Operations, and Staffing Assessment Total	n/a	\$36,733
IT Director Recruitment Assistance Not-To-Exceed Hourly Total	41	\$8,610
New Contract Total		\$45,343