

PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF SMITHVILLE

AND

BERRY, DUNN, MCNEIL & PARKER, LLC

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into between Berry, Dunn, McNeil & Parker, LLC, a Maine limited liability company with an office located at 2211 Congress Street, Portland, Maine 04102 (hereinafter the “CONSULTANT”), and the City of Smithville, a city of the State of Missouri with an office located at 107 West Main Street, Smithville, Missouri 64089 (hereinafter the “CLIENT”). The CONSULTANT and the CLIENT are sometimes referred to in this Agreement as the “parties” and each, individually, as a “party.”

The CONSULTANT hereby agrees with the CLIENT, for the consideration named herein, to perform the services stipulated in this Agreement.

1. CONSULTANT’S SERVICES

A. The terms of this Agreement are contained in the terms recited in this document and the attached Exhibits, each of which forms an integral part of this Agreement and are incorporated herein. The parties acknowledge and agree that this Agreement, including the attached Exhibits, define the scope of work and performance obligations of CONSULTANT and CONSULTANT’S willingness and ability to meet those requirements (the “Scope of Work”). If a conflict occurs between this Agreement and any Exhibit or other attached document, the terms of the Agreement will control, and the remaining order of precedence will be based upon order of attachment.

Exhibit A consists of CONSULTANT’S Statement of Work, as updated from CONSULTANT’S Technical Proposal dated February 4, 2026.

Exhibit B consists of CONSULTANT’S Request for Qualifications No. 26-03 dated January 14, 2026.

B. The CLIENT will pay CONSULTANT for its services pursuant to CONSULTANT’S Fee Schedule attached hereto as Exhibit C and incorporated herein by reference.

2. THE CLIENT WILL PROVIDE

A. Access to pertinent information and available data requested by the CONSULTANT.

B. Any assumptions that are necessary to the work to be performed by CONSULTANT.

C. Attendance and participation at all scheduled meetings and work sessions.

D. Timely review of draft and preliminary materials submitted by the CONSULTANT.

3. DOCUMENTS

All documents and services provided by the CONSULTANT pursuant to this Agreement are instruments of service with respect to this project. Upon receipt of payment for these services, the CONSULTANT'S documents and material developed by the CONSULTANT under this Agreement are the property of the CLIENT. The CLIENT has the right to re-use these documents and computer software on extensions of the project or for other projects; provided that such re-use will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT.

4. NONDISCLOSURE OF PROPRIETARY INFORMATION

The CONSULTANT will consider all information provided by the CLIENT and all reports, studies, and other documents resulting from the CONSULTANT'S performance of these services to be proprietary unless such information is available from public sources. The CONSULTANT will not publish or disclose proprietary information for any purpose other than the performance of the services under this Agreement without the prior written authorization of the CLIENT or in response to legal process. The CONSULTANT will maintain all originals in the CONSULTANT'S files for a period of not less than three (3) years from the date CONSULTANT completes these services and will provide the CLIENT access to and the right to examine and copy information contained in the files pertaining to the services. In the event of legal process, the rights of access, examination, and copying hereunder will continue until the conclusion of any litigation, appeals, claims, arbitration, or other legal process.

5. CHANGES AND ADDITIONS

CONSULTANT will notify the CLIENT in writing of any recommended or necessary changes or additions to the Scope of Work contemplated under this Agreement. If CLIENT agrees to any recommended changes or additions, the parties will approve the scope, number of hours, and fees (if any) for such services in writing before CONSULTANT begins work on any such changes or additions.

6. ADDITIONAL SERVICES

The CLIENT may request additional services associated with this project that are outside of the Scope of Work contemplated under this Agreement. If CONSULTANT agrees to any such request, compensation for these additional services will be based on CONSULTANT'S current billing rates plus reasonable travel expenses. The parties will approve the scope, number of hours, and fees for any additional services in writing before CONSULTANT begins any additional work.

7. NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, and/or sent to the email address(es) that the parties have routinely used to communicate with each other during the term of this Agreement. Provided, however, that any notice of suspension or termination pursuant to

Section 10 of this Agreement must be sent by United States certified mail, postage prepaid, return receipt requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the parties' representatives.

B. The name and mailing address of CLIENT'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Gina Pate, Assistant City Administrator, City of Smithville, 107 West Main Street, Smithville, MO 64089.

C. The name and mailing address of CONSULTANT'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Seth Hedstrom, Principal, Berry, Dunn, McNeil & Parker, LLC, 2211 Congress Street, Portland, Maine 04102.

8. MANNER OF PAYMENT

A. The CONSULTANT will furnish the CLIENT with timely progress invoices each month for services rendered to date for each project phase. The terms of payment will be net thirty (30) days.

B. The CONSULTANT may assess late payment charges at the rate of one and one-half percent (1.5%) per month for any past due payments.

C. If any invoice is the subject of a legitimate dispute between the parties, no late payment charges will apply to any amounts not paid by the CLIENT because of said dispute; and the CLIENT will pay all amounts not reasonably deemed to be included in the dispute.

9. FORCE MAJEURE

CONSULTANT will use commercially reasonable efforts to complete all services contemplated under this Agreement. However, neither party will be liable to the other party for any failure to perform, or delay in performance of, any obligation under this Agreement to the extent such failure or delay has been wholly or principally caused by acts or events beyond the parties' reasonable control rendering performance illegal or impossible. As used in this section, "force majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases, or the inability, due to the aforesaid causes, to obtain necessary labor, material, or facilities.

10. TERMINATION OR SUSPENSION OF CONTRACT

A. Either party may terminate this Agreement upon written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice.

B. In the event the CLIENT terminates the CONSULTANT'S services as permitted under Section 10.A of this Agreement, the CLIENT will pay the CONSULTANT for all services performed to the

effective date of termination. The CONSULTANT will be entitled to receive only the fair value of services rendered and direct out of pocket expenses incurred hereunder prior to the effective date of such termination. Upon restart of a project previously terminated, equitable adjustment may be made to compensation for remobilization of the project.

11. ASSIGNMENT

Neither party will assign or transfer their rights or obligations in this Agreement without the written consent of the other party, and such consent will not be unreasonably withheld.

12. INSURANCE

The CONSULTANT will purchase and maintain insurance that will cover all CONSULTANT'S employees while performing the services contemplated under this Agreement and any work incidental to the performance of this Agreement.

13. ETHICS IN PUBLIC CONTRACTING

The CONSULTANT certifies that its proposal was made without collusion or fraud and that CONSULTANT has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with CONSULTANT'S proposal; that CONSULTANT has not conferred with any public employee having official responsibility for this procurement transaction; and that CONSULTANT has not received any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, in connection with this proposal or procurement transaction, unless consideration of substantially equal or greater value was exchanged.

14. ALTERNATIVE PRACTICE STRUCTURE DISCLOSURE

Berry, Dunn, McNeil & Parker, LLC (CONSULTANT) and BDMP Assurance, LLP (BDMP Assurance) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards. CONSULTANT provides tax, advisory, and consulting services to its clients. BDMP Assurance is a licensed CPA firm that provides attest services to its clients. The CLIENT understands that it has retained Berry, Dunn, McNeil & Parker, LLC for purposes of this Agreement. Services provided by BDMP Assurance, if any, are governed by a separate agreement.

CONSULTANT retains all client files for BDMP Assurance and CONSULTANT and will share them with BDMP Assurance as needed. To the extent the CLIENT has separately contracted with BDMP Assurance to provide services, the CLIENT hereby consents and authorizes CONSULTANT to share with BDMP Assurance information that that it may obtain from the CLIENT in the course of this Agreement. BDMP Assurance and CONSULTANT will maintain the confidentiality of all client information and comply with professional standards regarding CLIENT'S information.

15. CONSULTANT'S USE OF ARTIFICIAL INTELLIGENCE

The parties agree that, while providing the services set forth in this Agreement, the CONSULTANT may use tools and technologies based on artificial intelligence, including, but not limited to algorithms, machine learning and automated processes ("AI"). CLIENT acknowledges and agrees that the use of AI may improve the efficiency and quality of the services provided and consents to use. CONSULTANT certifies that it has internal guidelines, policies, AI use procedures, and training programs that govern its use of AI tools. CONSULTANT is responsible for validating outputs before delivering them to CLIENT.

16. RUSSIA SANCTIONS

By executing this engagement letter, the CLIENT represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizens, Russian nationals, persons physically located in Russia or entities organized under the laws of Russia. The CLIENT agrees that if at any time while CONSULTANT is providing services to the CLIENT the foregoing representation is no longer true, the CLIENT will immediately notify the CONSULTANT.

17. SEVERABILITY

If any part, term, or provision of this Agreement is found by a Court to be legally invalid or unenforceable, then such provision or portion thereof will be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this Agreement or any contract document related to this Agreement will not affect the validity of any other provision or portion of this Agreement or any related contract document.

18. AGREEMENT CONSTRUED UNDER MISSOURI LAWS

The Agreement is deemed to be executed and performed in the State of Missouri and will be construed in accordance with the laws of the State of Missouri.

19. ENTIRE UNDERSTANDING

This Agreement comprises the entire understanding between the parties and cannot be modified, altered, or amended, except in writing and signed by the parties.

20. TERM

The term of this Agreement will be from the date of execution through December 31, 2026, unless it is terminated earlier by either party pursuant to Section 10 of this Agreement. The term of this Agreement may be extended upon the mutual consent of both parties in writing.

By signing below, each party executes this Agreement as of the date written below and agrees to all the terms and conditions contained herein.

City of Smithville

By:
Print Name:
Title:
Date:

Berry, Dunn, McNeil & Parker, LLC

By:
Name:
Title: Principal
Date:

Exhibit A: Statement of Work

Our proposed work plan is described in full detail on the following pages.



Phase 1: Project Planning and Management

1.1 Prepare for and conduct an initial virtual project planning meeting.

Upon conducting background research to gain more familiarity with the City, we will conduct initial project planning with the City's project team to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also review possible formats for the Final City of Smithville Strategic Plan. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

1.2 Request and compile documents and data. We will request and compile documentation and data to help us better understand the current environment and inform engagement activities.

Examples include:

- Key performance metric data
- Program descriptions and data
- Past internal and external assessments
- Past strategic plans and associated material, including the City's 2019 Strategic Plan and 2030 Comprehensive Plan
- Other existing planning and policy documents, organizational charts, staffing, and budgeting details
- Previous surveys of City stakeholders and staff
- Data from previous community and stakeholder engagement efforts that are relevant to development of the Final City of Smithville Strategic Plan
- Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the Modified Age and Race Census (MARC), the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources

Once provided, we will review the documentation and data to help us produce an Environmental Scan and Strategic Analysis that will inform engagement activities.

1.3 Develop a Project Work Plan Schedule. Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a

videoconference with the City's project team to review the drafts and solicit feedback. This videoconference will introduce the City's project team to our document review process and provide an opportunity for the City to share input on a critical step in the process. We will incorporate the City's feedback and finalize the documentation before distributing it in final form.

➔ Deliverable 1: Project Work Plan and Schedule

1.4 Conduct Biweekly Project Status Meetings. Our project manager, Maddison Powers Spencer, will conduct Biweekly Project Status Meetings with the City's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

➔ Deliverable 2: Biweekly Project Status Meetings



Phase 2: Engagements, Data Gathering, and SWOT Analysis

2.1 Review and analyze City-provided documents and data. We will review and analyze the documents and data requested in Task 1.2. This will be used to develop a deep understanding of the community prior to engagement, as well produce an Initial Environmental Scan and Strategic Analysis that will inform community engagement activities and strategic planning sessions.

2.2 Communications. As communication was an optional service, we will not be including a full communication strategy, but we will provide support for communications. This includes developing initial messaging with the City's project team, developing the kickoff/orientation presentations, and establishing a structure for collaboration on communications, drafting, and marketing. Initial drafting communications support may include press releases, written and digital communications, messaging frameworks, and scripts for videos, radio, and podcasts, using the City's existing channels and proven methods of outreach.

2.3 Develop and coordinate a stakeholder engagement strategy. We will assist the City in developing a stakeholder engagement strategy, first compiling a list of individuals and groups we should engage in this process and the best methods to leverage to engage them. We will coordinate with the City to schedule and handle logistics for internal and external engagement activities, including interviews, focus groups, community meetings, open houses, and meeting-in-a-box packages. All logistics will be managed to help ensure we create accessible involvement, promote participation, and build trust with participants in our activities.

2.4 Develop a project kickoff presentation. We will develop one kickoff presentation during a Board meeting to include the Executive Leadership Team and key department staff. The presentation will be in-person and discuss our approach and methodologies, project goals and objectives, the anticipated timeline, and how we intend to involve them and others in the process and the development of the Final City of Smithville Strategic Plan. In addition to this orientation session, our team can be available to present to the Board of Aldermen throughout the project as requested. We will review the kickoff presentations with the City project team in a Biweekly Project Status Meeting before finalizing and distributing the final versions.

2.5 Develop interview guides. We will create interview guides tailored to the participants in the stakeholder engagement process, assessing participants' perspectives on what is working and opportunities for improvement. We understand the importance of asking the right questions and, as a result, will meet with the City to review the draft questions and incorporate feedback before finalizing the interview guides.

2.6 Develop questions to support the development of an employee survey. We will create survey questions tailored to the participants in the stakeholder engagement process, assessing participants' perspectives on what is working and opportunities for improvement. We understand the importance of asking the right questions and, as a result, will meet with the City to review the draft questions and incorporate feedback before finalizing the employee survey.

2.7 Conduct interviews with City stakeholders. We will conduct individual and group interviews and focus groups with the Board, Executive Leadership Team, City committees, key staff, and community stakeholders, as appropriate, to thoroughly review and assess services and the needs of the community. The one-on-one interviews will be the Board and senior leadership team. The small group/focus groups will be with external partners and staff. These interviews will be guided by previously developed questions and protocols. Working with these wide-ranging stakeholder groups, we will help ensure alignment and cohesion for the City's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

2.8 Develop the City's Social Pinpoint site and survey. We will use tools and technology that will help to encourage collaboration with the City and its stakeholders. One of these tools, a virtual engagement platform called Social Pinpoint, will be customized to encourage community engagement in the strategic planning process and to gain broad stakeholder input that will be used to inform development of the Final City of Smithville Strategic Plan. We will work in collaboration with the City to help ensure its landing page is built thoughtfully and speaks to its culture. Additionally, within this landing page, City stakeholders will have access to an idea wall, virtual survey, and other engagement tools that will help gather information related to the City's current environment and the community's desired vision for the City's future. The City's Social Pinpoint site will be live throughout the project and will be continuously updated, providing a record of project progress.

2.9 Synthesize information gathered and develop an Initial Environmental Scan. We will synthesize information gathered through quantitative and qualitative research, document and data review, Social Pinpoint, and leadership and stakeholder interviews to develop an Initial Environmental Scan. The format will be a highly visual and compelling slide deck and will be used to inform the upcoming community forums and strategic planning sessions. The presentation will provide an overview of the City's current environment and initial discovery outcomes. This will be presented to the City's project team to solicit input and gain consensus.

➔ **Deliverable 3: Initial Environmental Scan**

2.10 Design, prepare for, and conduct community forums. Using information gathered to date and the ICA ToP® facilitation methodology, we will design a community forum format that is structured to educate, inform, and engage all participants in developing a vision for the City. We will make creative use of digital applications to help ensure forums are engaging and effective. Once prepared, we will facilitate four community forums to gather perspectives and ideas from the community. We will use the Initial Environmental Scan to educate the community about the current environment of the City.

2.11 Update the Initial Environmental Scan and Strategic Analysis. We will incorporate community forum outcomes in our Initial Environmental Scan, review it with the City's project team, and solicit

feedback before updating it to final. The Final Environmental Scan will guide and inform strategic planning sessions, as well as generate excitement for the process among stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future. The Final Environmental Scan will also include a detailed strengths, weaknesses, opportunities, and threats (SWOT) analysis that will assist in the development of the Final City of Smithville Strategic Plan and be made available for distribution to the Board of Aldermen, City Leadership, and the public.

➔ Deliverable 4: Final Environmental Scan and SWOT Analysis



Phase 3: Strategic Plan Development

3.1 Develop the meeting design and agendas for strategic planning sessions 1 and 2.

We will design and develop agendas for strategic planning sessions 1 and 2 that are backed by the International City/County Management Association (ICMA) and other industry best practices. Each session's design and agenda will guide strategic planning progress and will include a presentation of the Final Environmental Scan and SWOT Analysis to provide participants with a shared understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each in-person session will focus on building consensus and refining the strategic priorities identified, as well as the City's vision and key results. We will review the meeting designs and agendas for each session with the City's project team before updating them to final.

3.2 Facilitate strategic planning session 1. Strategic planning session 1 will focus on reviewing the City's vision, mission, values, strategic priorities, and goals with the Board of Aldermen, as well as developing new strategic goals and short-term (two to three years) and long-term (five or more year) objectives. This session will be guided by the previously developed meeting design and agenda, as well as the Final Environmental Scan and SWOT Analysis. We will use the ICA ToP[®] facilitation methodology, designed to produce group consensus, to address and resolve any conflicting values or visions.

3.3 Facilitate strategic planning session 2. Strategic planning session 2 will be conducted with the City's Executive Leadership Team. It will be guided by the previously developed meeting design and agenda, outcomes of strategic planning session 1, and the Final Environmental Scan and SWOT Analysis. We will:

- Refine the outcomes from the first session
- Develop specific, measurable, achievable, relevant, and time-bound (SMART) objectives for strategic goals and expected outcomes
- Provide performance management overview
- Develop preliminary performance measures and KPIs for each expected outcome

We will document outcomes of this session and review with the City's project team.

3.4 Finalize objectives and performance measures. With the workshops and outcomes of strategic planning sessions 1 and 2, we will work with the City's Executive Leadership Team to finalize objectives, performance measures, and KPIs. The measures will be quantifiable in terms

of actual progress made toward meeting the objectives and appropriate as it relates to the City's size, operations, management, and systems. We will document outcomes, as well as a process and schedule for progress reporting to help ensure effective tracking and monitoring.

3.5 Develop and finalize the Implementation Plan template. We will develop an Implementation Plan template that will refine action steps for the strategic goals. It will also connect to resources and identify partners, department and division leads, anticipated timelines, and a reporting calendar to help enable the plan implementation and progress reporting process. This template will be customized to the City's needs and will serve as a tool to delegate responsibilities, track progress, and assist in the overall longevity and sustainability of the Final City of Smithville Strategic Plan. Using the template, we will facilitate meetings so that City leadership and staff fully own and are ready to execute the strategic plan.

3.6 Develop and present the Initial City of Smithville Strategic Plan Draft. We will develop the Initial City Strategic Plan Draft in an agreed-upon format for the final document. This plan document will include an executive summary, as well as a detailed plan that identifies the City's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures. We will review this draft with the City leadership and project team and prepare a presentation to present the Initial City Strategic Plan Draft to the Board of Aldermen in a work session. This will serve as an opportunity for City leadership to provide feedback and make any final changes.

➔ **Deliverable 5: Initial City of Smithville Strategic Plan Draft**

3.7 Develop the Final City of Smithville Strategic Plan. After reviewing the Initial City of Smithville Strategic Plan Draft with City leadership, we will incorporate requested edits and develop a graphically designed, Final City of Smithville Strategic Plan for final approval and adoption. In addition to the content described in Task 3.4, the final document will include a description of the strategic plan development process, the plan for progress monitoring and reporting, as well as the development of a one-page "Plan at a Glance" document that can serve as a standalone high-level summary of the Strategic Plan. The "Plan at a Glance" will follow the design and branding of the full Strategic Plan and include mission and vision statements, guiding principles/values, strategic priorities, strategic goals, and a link to the website where the full Final City Strategic Plan can be reviewed or downloaded.

➔ **Deliverable 6: Final City of Smithville Strategic Plan**

3.8 Conduct project closeout activities. Once the strategic planning effort is complete, we will perform closeout activities, including providing the City with documentation developed and collected during the process, and conducting lessons learned and knowledge-sharing activities. Conducting this task will equip the City with the tools needed to continue to progress toward its vision and to successfully implement its plan, even after the project is complete.

Exhibit B: Fee Schedule

Our proposed fixed-fee services cost to complete the City’s desired project is broken down by phase in Table 1. Our costs are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City’s signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

We will utilize our hybrid methodologies through collaborative planning with the City to limit travel expense to the City as appropriate.

Table 1: Cost by Project Phase

| Phase | Fixed-Fee Services Cost |
|--|-------------------------|
| Phase 1: Project Planning and Management | \$12,500 |
| Deliverable 1. Project Work Plan and Schedule | \$6,250 |
| Deliverable 2. Biweekly Project Status Meetings | \$6,250 |
| Phase 2: Engagements, Data Gathering, and SWOT Analysis | \$14,600 |
| Deliverable 3. Initial Environmental Scan | \$7,100 |
| Deliverable 4. Final Environmental Scan and SWOT Analysis | \$8,950 |
| Phase 3: Strategic Plan Development | \$31,500 |
| Deliverable 5. Initial City of Smithville Strategic Plan Draft | \$16,700 |
| Deliverable 6. Final City of Smithville Strategic Plan | \$14,800 |
| Total Fixed-Fee Services Cost | \$60,050 |
| <i>Travel expense estimated allocation*</i> | \$5,000 |

**This travel expense allocation represents our best estimate to provide a hybrid approach to service delivery. We would be happy to further discuss and refine this estimate with the City. While our services are proposed as a fixed fee, we propose to only invoice the City for actual travel expenses incurred.*