

## PROFESSIONAL SERVICES CONTRACT

Contract No.: 2023-92

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Keen Independent Research, LLC, a Colorado limited liability company ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the "parties") agree as follows:

### SERVICES

1. Scope of Work: Consultant shall provide the professional services described as follows:

#### **Flagstaff Area Workforce Analysis**

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Consultant shall perform all work per the schedule in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Key Personnel/Subcontractors: Consultant's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

### CITY RESPONSIBILITIES

5. City Representative: The City Representative is David McIntire, Community Investment Director or her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.
6. City Cooperation: City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

### CONTRACT TERM

7. Contract Term: The Contract term is for a period of two (2) years unless terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

8. Renewal: The Contract may be renewed for up to three (3) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

## PAYMENT

9. Compensation: Consultant shall be paid an amount not to exceed \$125,000.00 for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A. Consultant shall submit monthly invoices for work related to Tasks 1 through 5 (Survey of the Existing System). Consultant shall submit an invoice for the following tasks upon completion of each task: Task 6 (Future Industry and Workforce Needs – Evaluation Report), Task 7 (Pathways to Workforce Development – Workforce Development Strategic Plan), and Task 8 (Pathways to Workforce Development –Final Report).
10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

## DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, redacted surveys, computations and other data shall be the property of City (“City’s work product”), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

11.1 Consultant shall retain ownership of all surveys in their original form. If the City requests redacted surveys, Consultant will provide redacted surveys, that (a) redact the names and personal identity of persons surveyed, and (b) redact comments to the extent necessary to protect the confidentiality of the persons surveyed. Confidentiality is required to ensure the integrity of the surveys, so that persons surveyed will be able to be truthful and candid, without fear of retaliation or damage to employment, business, or social relationships.

12. Re-Use: The City may use the City’s work product without further compensation to Consultant; provided, however, that the City’s reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City’s sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City’s work product for the benefit of Consultant or any third parties without the City’s prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City’s work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

## INSURANCE

14. Insurance: Consultant shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

To Consultant:

Patrick Brown  
Purchasing Director  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[pbrown@flagstaffaz.gov](mailto:pbrown@flagstaffaz.gov)

With a copy to:

John Saltonstall Business Retention and  
Expansion Manager City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[jsaltonstall@flagstaffaz.gov](mailto:jsaltonstall@flagstaffaz.gov)

16. **Authority:** Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONSULTANT

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

---

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

---

City Clerk

Approved as to form:

---

City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_