

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-211

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (“City”) and **Beta Public Relations LLC**, an Arizona limited liability company (“Contractor”).

### RECITALS:

- A. Contractor is a fully authorized vendor of **Professional Public Relations Services**;
- B. The **City of Prescott** conducted a competitive and open procurement process through Request for Proposal **2024-003** that resulted in an On-Call Professional Services Agreement Contract No **2024-003** with Contractor (“Agency Contract”);
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services set forth in any assigned Task Orders in accordance with the terms and conditions of the Agency Contract and this Contract. A general description of materials and/or services being purchased is:

#### **City Wide – Public Relations/Involvement Services**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in any assigned Task Order.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit A*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services. If any term or condition of the Agency Contract conflicts with a term or condition of this Contract, term or condition of this Contract will control.
4. Payment:
  - 4.1 Payment to Contractor for the materials and/or services shall not to exceed **three hundred thousand dollars and zero cents (\$300,000.00) per fiscal year (July 1-June 30)**; made in accordance with the terms set forth in the Agency Contract.
  - 4.2 Each Task Order will have a maximum amount per project that will be based on the negotiated rates and actual cost reimbursement schedule as defined by each Task Order that has been fully executed.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until June 30, 2029.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:  
City Contact Identified in Task Order

To Contractor:  
Connor Cassens  
Beta Public Relations  
495 South River Run Road, STE 104  
Flagstaff, Az 86001  
[ccassens@betapublicrelations.com](mailto:ccassens@betapublicrelations.com)

With a copy to:  
Emily Markel  
Purchasing Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)

**(Remainder of Page Intentionally Blank)**

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

BETA PUBLIC RELATIONS, LLC:

By: \_\_\_\_\_

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

CITY OF FLAGSTAFF

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

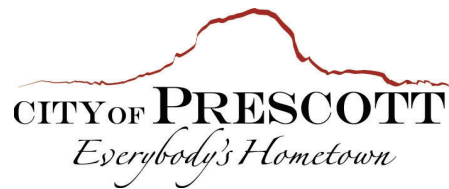
\_\_\_\_\_  
City Attorney's Office

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

Last Updated January 6, 2025

**EXHIBIT A  
SCOPE OF WORK  
AGENCY CONTRACT**

(attached)



**Professional Services Agreement**  
**On-Call Professional Services Agreement**  
**Contract No. 2024-003**

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain professional services; and

WHEREAS the City completed the procurement process for professional services in accordance with the City’s Procurement Code and Arizona law; and

WHEREAS Beta Public Relations, LLC. (hereinafter referred to as “Professional”), has expertise in providing Public Relation services and is willing and able to provide professional services to the City.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- I. **PROJECT STANDARDS:** The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public’s health, safety, and welfare, in addition to improving the long-term value of the City’s infrastructure assets. The following standards shall govern all public and private improvements related to the Project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (“MAG”), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as “Standards”).
- II. **SCOPE OF SERVICES:** Professional shall provide the “Services” set forth on any assigned Task Orders in accordance with the terms and conditions of the signed Agreement. Services provided by the Professional shall include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in the scope provided per fully executed task order to the satisfaction of the City Public Works Director / Deputy Director (hereinafter referred to as “Director”), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.
  - A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the Professional may be required to undertake or perform a geotechnical investigation,

materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.

B. The Professional shall, at all times, perform the required services per assigned Task Order consistent with the Standards and generally accepted engineering principles, design practices and any other requirements per the scope given prior to work being assigned via a fully executed Task Order. In addition, the Professional shall:

1. Prepare the detailed Scope of Services for the Project as more specifically described in each task order assigned.
2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional's attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.
4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.
5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.
6. If requested by the City, provide the City with "Record" Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.
7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.
8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

III. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding

to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

- IV. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional's statement of qualifications to the City. The Professional shall not change key personnel or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
- V. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as "Subcontractors") as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.
- VI. CONTRACT DOCUMENTS: The Request for Statement of Qualifications, per Task Order assigned including but not limited to the Professional's Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of April 25, 2023, Certificates of Insurance and required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

- VII. TIME OF COMPLETION; TERM: The Project/Task Order assigned involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in each Task Order. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.
  - A. The Term of the On-Call Professional Services contract shall be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement.
  - B. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving a request for proposal for a Task Order) and to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, as to not delay the Project.
  - C. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

D. The Professional has fifteen (15) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment.

VIII. CONTRACT AMOUNT: The maximum contract amount to be paid by the City to the Professional shall not exceed seventy-five thousand dollars and no cents (\$75,000.00) per fiscal year (July 1 – June 30).

Each Task Order will have a maximum amount per project that will be based on the negotiated rates and actual cost reimbursement schedule as defined by each Task Order that has been fully executed.

A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category per the fully executed Task Order and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.
2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Task Order Amendment for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for each fully executed Task Order. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably

required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

- B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.
- C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
- D. Payment of the total amount provided for under each fully executed Task Order shall not relieve the Professional of its obligation to complete the performance of all Services requested by the fully executed Task Order.
- E. Should the City request in writing Additional Services beyond those specified in the fully executed Task Order, then charges and payments will be made in accordance with Section XI.
- F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement or fully executed Task Orders. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.
- G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

X. NON-AVAILABILITY OF FUNDS: Fulfillment of the payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this section.

XI. CHANGES IN WORK: The City may order extra work, or make changes by altering, or deleting any portion of the work as specified herein, as deemed necessary or desirable by the Director. All such work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

- A. Extra work shall be that work not indicated or detailed on the Professional's Scope of Work and/or not specified herein the fully executed Task Order. Such work shall be governed by all applicable provisions of the Contract Documents.
- B. In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.

- C. Payment for any change ordered by the Director which involves work essential to complete the Agreement / Task Order, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
- D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change order issued by the Director, which shall indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- E. If the Professional claims that any instructions involve extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 to the approved amount per fiscal year must also be approved by City Council.

XII. INFORMATION PROVIDED BY THE CITY: The City shall provide to the Professional information regarding requirements for the Project including relevant budget information, overall Project schedules, identities of other Project participants, and related designs, drawings, and specifications. The Professional shall be entitled to rely on such information furnished by the City, provided that the Professional shall promptly notify the City, in writing, of any information that the Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

XIII. INTELLECTUAL PROPERTY: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Professional in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Professional agrees and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Professional hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. The Professional shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- A. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Professional in performing the Services and developed or acquired by the Professional prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by

Professional and its licensors. Professional hereby grants City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Professional. The Professional understands that the Intellectual Property and Pre-Existing Materials may be used by the City for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof, or for construction of the same type of project at other locations, by the City and others retained by the City for such purposes. The Professional may re-use any standard specifications and details included in the Intellectual Property that were not developed by the Professional specifically for the Project.

- B. This license shall extend to those parties retained by the City for Project purposes, including other professionals.
- C. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and Subcontractors. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project.
- D. Upon completion of the Project and/or termination of the Agreement for any reason, the Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by the Professional, including those generated by any suppliers, or Subcontractors.
- E. The City shall retain all rights and ownership of all documents, designs, drawings, maps, studies, specifications, other information and/or styles, including copies thereof, provided to the Professional by the City in relation to this Agreement and the Project. The Professional shall not utilize any such material in relation to any other work or project and such materials are to be returned to the City on request or at the completion of the Services.

XIV. INDEPENDENT CONTRACTOR: Professional is an independent contractor of the City, and, as such, the Professional is not a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which City employees are entitled. As an independent contractor, the Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Professional and the City.

XV. COMPLIANCE WITH FEDERAL AND STATE LAWS: All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Unique Compliance with Specific Government Provisions, if applicable. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

1. The Professional shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Professional Immigration Warranty"). The Professional further understands and acknowledges that:
  - a. A breach of the Professional Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Professional to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.
  - c. The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.
  - d. Neither the Professional nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Subcontractor establishes that it has complied with employment verification

provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

- e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.
- C. ISRAEL: Professional certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
- D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
  2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
  3. Any firms, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

E. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XVI. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

CITY: City of Prescott  
Public Works Director  
433 N. Virginia Street  
Prescott, Arizona 86301

PROFESSIONAL: Beta Public Relations, LLC  
495 S River Run Rd, Suite 104  
Flagstaff, Arizona 86001  
[bsnyder@betapublicrelations.com](mailto:bsnyder@betapublicrelations.com)

XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in the attached professional services insurance requirements.

XVIII. GENERAL PROVISIONS

A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.

B. INTERPRETATION: Although it has been drafted by the Prescott City Attorney's Office, this Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

D. SEVERABILITY: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.

E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure

event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- F. **WAIVER:** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party
- G. **COOPERATIVE USE:** This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- H. **ASSIGNMENT:** The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

XIX. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

- A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
- B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved

or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.

C. Upon receipt of a written notice of termination, the Professional shall stop all work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.

D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

XX. DISPUTE RESOLUTION: The parties agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

XXI. RECOVERY OF ATTORNEY FEES: The parties agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

XXII. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.

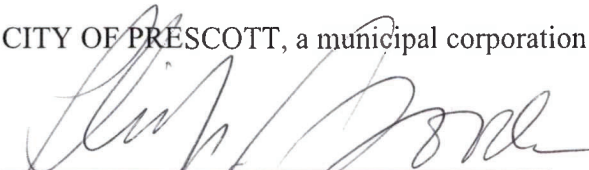
XXIII. REPRESENTATIONS AND WARRANTIES: Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.


Dated this 25<sup>th</sup> day of MAY, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

CITY OF PRESCOTT, a municipal corporation:

Beta Public Relations, LLC

  
Philip R. Goode, Mayor

  
(Authorize Signature)

By: Bryce Snyder  
(Printed Name)

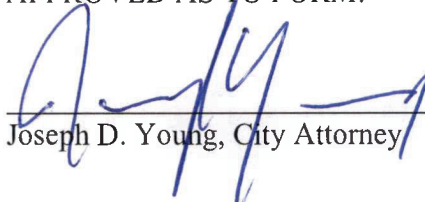
Title: Principal

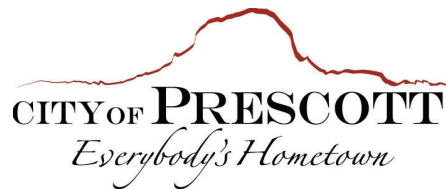
Email: bsnyder@betapublicrelations.com

ATTEST:

APPROVED AS TO FORM:

  
Sarah M. Siep, City Clerk

  
Joseph D. Young, City Attorney



## Professional Services Insurance Requirements

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)
Personal and Advertising Injury	\$ 1,000,000	(if applicable)
Each Occurrence	\$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000	(if applicable)

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

2. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by

the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov) AND [fandboperations@prescott-az.gov](mailto:fandboperations@prescott-az.gov). The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

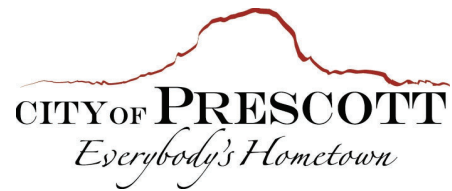
City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

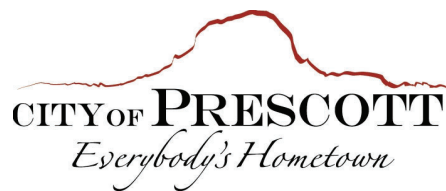
Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.



**Professional Services Agreement**  
**Unique Compliance with Specific Government Provisions**

*If the City must comply with specific government provisions (e.g., Federal or State terms or provisions) that must be included in subcontracts.*



## **Federal Grant Provisions**

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

### ***Applicable Laws***

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

### ***Federal Legislation***

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### ***Executive Orders***

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

### ***Federal Regulations***

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

### ***Debarment and Suspension***

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### ***Buy American***

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

### ***Ban on Texting While Driving***

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

### ***Foreign Market Restrictions***

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### ***Non-Discrimination***

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### ***Contracting with small and minority firms, women's business enterprise and labor surplus area firms.***

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

- b) Affirmative steps shall include:
- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
  - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
  - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
  - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
  - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

### ***Equal Employment Opportunity***

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### ***Clean Air Act***

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### ***Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### ***Conflicts of Interest***

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in

selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

### ***Copyrights***

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

### ***Rights to Inventions***

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### ***Responsible Contractors***

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### ***Access and Retention of Records***

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

October 27, 2022

**beta | Pr**

# Statement of Qualifications

for

FY24-29 Public Works On-Call Professional Services

495 S River Run Road, Ste 104  
Flagstaff, Arizona 86001

(928) 440-5080  
[betapublicrelations.com](http://betapublicrelations.com)

October 27, 2022

**City of Prescott Public Works Department**

433 North Virginia Street  
Prescott, AZ 86301

*Re: Request for Statement of Qualifications for FY24-29 Public Works On-Call Professional Services*


To the Public Works Staff,

Beta Public Relations (BetaPr) is pleased to submit a response to the City of Prescott's Request for Statement of Qualifications (RSOQ) for FY24-29 Public Works On-Call Professional Services. With over 10 years of business, BetaPr has extensive experience performing the professional services outlined in the public relations category identified in the RSOQ.

BetaPr has worked hand in hand with the City of Prescott Public Works Department (Public Works) on over 100 public relations campaigns. Whether a project is in the design or construction phase, BetaPr has a proven track record of success that we wish to continue building upon. Our understanding of Prescott, paired with our strong relationships with Public Works staff and the Prescott community allows us to provide a best-value solution for public relations.

BetaPr is confident that our team possesses the necessary skills and knowledge needed to provide the public relations services listed in the RSOQ. We invite you to review our firm's qualifications and we thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryce Snyder".

Bryce Snyder  
Principal and Public Relations Manager  
[bsnyder@betapublicrelations.com](mailto:bsnyder@betapublicrelations.com)

# Statement of Qualifications

Beta Public Relations, LLC (BetaPr) is excited to submit our Statement of Qualifications for the City of Prescott's (City) RSOQ for FY24-29 Public Works On-Call Professional Services (RSOQ) to assist the Public Works Department (Public Works) in performing the public relations tasks spelled out in the RSOQ. Operating out of Flagstaff, Arizona, BetaPr has a proven track record in assisting Public Works in achieving their public relations and involvement goals and looks forward to continuing our relationship through the FY24-29 Public Works On-Call. This track record can be demonstrated by over 100 successful projects performed with the City, including 16 utilizing the FY19-23 Public Works On-Call. We are confident BetaPr represents a best value solution for the City as Public Works looks to effectively connect, involve and engage with the communities they serve.

Our team remains on the forefront of the public relations field. We analyze trends and management details, operating our team in the most successful, efficient and cost-effective manner possible. We offer a diverse set of services to our clients, allowing us to produce high-quality, release-ready materials on time, on budget and with a high degree of accountability. Most importantly, we understand Prescott and how to communicate with its community. We recognize that each project, as well as each area of the City, requires targeted public outreach tactics and strategies, and we have developed a thorough knowledge of the strategies that work best for Prescott.

**As part of this knowledge, BetaPr would like to highlight the following values that set us apart from the rest:**

## Strong Relationships with City Staff

Working relationships are the foundation of BetaPr's success and drive our business. We have worked hard to cultivate strong connections with Public Works staff who trust us to deliver on any task assigned to us.

## Excellent Project Management

Project management requires communication with various Public Works staff, sub-consultants, general contractors, stakeholders and the public. Principal, Bryce Snyder, and Vice President/Senior Project Manager, Conner Cassens, will work in tandem to manage all resources with a focus on consistent communication, transparency and timely coordination with involved and interested parties.

## Diverse Service Offerings

BetaPr offers our clients a diverse suite of public relations services, including but not limited to: brochures, media coordination, public outreach, social media applications, event hosting, mailings, graphic design, website design, dedicated project hotlines and project emails, just to name a few. BetaPr has performed public relations services for projects in various regions and stages, and we leverage this experience to provide our clients the best opportunity for success on their communication initiatives.

**We firmly believe that we offer the best value solutions for the City to fulfill their public relations goals, and that these values ensure that each and every project we take on is a resounding success.**

# Firm and Key Personnel

With over 100 successful City projects completed to date, BetaPr are experts in providing public relations services for the City and its community. To fulfill the services outlined in the RSOQ, BetaPr has assembled a team of professionals in the various disciplines needed to support these services. The personnel selected are located in our office in Flagstaff, Arizona and are readily available to provide any public relations services required. A complete list of resumes can be found following this Statement of Qualifications (SOQ).

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**Bryce Snyder** | **Principal and Public Relations Manager** | 19 years of experience

Mr. Snyder serves as our Firm Principal and Public Relations Manager. He will oversee completion of all task assignments and is responsible for all deliverables.

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**Conner Cassens** | **Vice President and Senior Project Manager** | 10 years of experience

As Vice President and Sr. Project Manager for the BetaPr team, Mr. Cassens works in tandem with Mr. Snyder to oversee the completion of all task assignments and deliverables. Additionally, he is in charge of creating scopes of work and cost quotes, and delegating tasks to staff and managing subconsultants.

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**Savannah Searles** | **Accounts Receivable Administrator** | 10 years of experience

Acting as Accounts Receivable Administrator, Ms. Searles handles the firm's billing, finances and payroll.

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**Katie Gould** | **Graphic Designer** | 4 years of experience

Ms. Gould is our Graphic Designer and creative extraordinaire. She works on all the graphic needs a project could require, from creating notification fliers, to eNewsletters, websites, public meeting materials and more.

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**Makena Rettke** | **Community Relations Specialist** | 2 years of experience

Serving as the Community Relations Specialist at BetaPr, Ms. Rettke focuses on media coordination, event planning, community outreach efforts and the development of marketing and advertising materials. She is often answering a project hotline, meeting with clients face-to-face or performing door-to-door operations.

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**Carly Banks** | **Videographer** | 8 years of experience

Carly Banks, of Carly Banks Photography & Videography, has partnered with BetaPr as a subconsultant to perform photography and videography services for our creative projects.

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**McKenzie McLoughlin** | **Translation Specialist** | 5 years of experience

Fluent in both English and Spanish, Ms. McLoughlin utilizes her linguistic skills and Bachelor's degree in Spanish to provide translation services for the BetaPr team as a subconsultant. She translates documents from English to Spanish and vice versa.

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*BetaPr has no professional licenses to highlight in relation to this RSOQ.*

## BetaPr is proud to share the following City of Prescott Public Works projects that demonstrate comprehensive public relations programs:

### ROCKY DELLS WATER MAIN REPLACEMENT PROJECT – CONSTRUCTION PHASE

Contact: Bob Hoyt (928) 237-6549 | Asphalt Paving & Supply, Inc.

Having been involved since the design phase, BetaPr is now working alongside the City and their contractor, Asphalt Paving and Supply, to implement public relations services for construction of the Rocky Dells Water Main Replacement Project. The project consists of replacing aged water utilities in the Country Club Park Subdivision that has experienced water main failures. The project includes replacing approximately 3,000 linear feet of new water mains, new water services, fire hydrants and other water system appurtenances. A chip seal application was applied to affected streets following utility installation. Public relations is a critical component of this project given the narrow roadways and impacts to residents along the project corridor. Public relations efforts commenced with a Project Notification Flier that was designed and distributed to each resident along the project corridor to open lines of communication with residents prior to the start of construction. This Project Notification Flier served as a general project information piece and provided information on how to stay informed throughout the project. Following the initial Project Notification Flier, BetaPr developed a Press Release and Newspaper Advertisement for publication in the *Prescott Daily Courier* that mirrored the Project Notification Flier. As this project progresses, BetaPr continues public outreach efforts by disseminating project information through their weekly eNewsletter (eNews), updating the project-dedicated web page on the City's Website and maintaining a 24-hour project hotline, referring inquiries to the project team for resolution, if necessary.

### FY22 PAVEMENT PRESERVATION PROJECT

Contact: Jeff Abram (602) 377-5651 | Cactus Asphalt

Continuing our long-standing history of providing public relations services for the City's annual paving projects, BetaPr was brought onboard for the FY22 Pavement Preservation Project. Prior to construction activities beginning, BetaPr designed a Project Notification Flier to provide general project information, a map of the paving extents and information on how to stay informed throughout the project. The notice was bulk mailed to approximately 5,000 stakeholders either directly affected by the planned paving operations or indirectly affected by paving activities along their ingress and egress. To ensure all parties were reached, BetaPr designed a newspaper advertisement that was published in the *Daily Courier* and produced a Press Release that was sent to BetaPr's media contacts. Prior to paving commencing on a given street, BetaPr coordinated with the contractor to design a paving notification that detailed the planned paving operations for the street. Information on the notification included work hours, streets affected and the traffic impacts associated with the work. These notifications were hand-delivered two days prior to the scheduled paving to give stakeholders time to plan for the impacts. Additionally, BetaPr maintained a project hotline to provide stakeholders a contact should any issues or questions arise. All caller concerns were documented in a Public Comments Log and were delivered to the project team on a weekly basis for rectification. An eNews was released on a weekly basis, providing up-to-date project information and the current paving schedule. Furthermore, BetaPr ensured that the City of Prescott Public Works Department webpage was updated with pertinent information on a weekly basis.

## SUNDOG SEWER TRUNK MAIN PROJECT: PHASE C2

Contact: Jason Fann (928) 778-0170 | Fann Contracting, Inc.

In conjunction with the City and their contractor, Fann Contracting, BetaPR implemented a public outreach campaign for the Sundog Sewer Trunk Main Project: Phase C2. The project included the installation of new sewer and water mains in the vicinity of Miller Valley Road, with portions of sewer main installed through Miller Creek. Additional work included the installation of new asphalt pavement, curb, driveway entrances, sidewalks and erosion control improvements. Public outreach efforts began with an initial Press Release and Newspaper Advertisement in the *Daily Courier* announcing the start of the project, as well as a Project Notification Flier that was mailed and hand-delivered to each business and resident along the project corridor. This stakeholder outreach was performed to open lines of communication with the community to help them understand and plan for construction activities. An eNews and project hotline were utilized throughout construction to ensure that stakeholders were kept up to speed on the project schedule and had an avenue to have questions and concerns addressed. BetaPr staff assisted the contractor and City's Water Operations Department to distribute a multitude of service interruption notifications to ensure residents and businesses had prior warning to planned utility outages. Throughout construction, BetaPr and City staff received numerous concerns about the revegetation plans for the affected area of Miller Creek. These concerns drove the City and BetaPr to plan and facilitate a community meeting for residents in the area to hear their concerns and present the tentative plan for revegetation. To invite stakeholders to attend this meeting, a second Project Notification Flier was designed, produced and disseminated to select individuals identified by the City. BetaPr acquired the community meeting venue, produced meeting materials such as a sign-in sheet and comment form, and organized the meeting space. Prescott City staff and Prescott Creeks representatives were in attendance to answer any questions stakeholders had and address the current status of the project and future plans for Miller Creek. With a 70% attendance rate, the meeting was attended by a majority of the invited community members. After the meeting concluded, a community meeting summary was provided to the team compiling all comments and input received.

## PROJECT UNDERSTANDING AND APPROACH

We pride ourselves on being ever-ready to both clients and stakeholders, 24/7. Our staff understands that we must be available at a moments notice in order to provide premium public relations services. Whether it's answering the hotline after hours, meeting in the field with the project team or one-on-one with a concerned community member, our staff has proven time and time again that we are accessible to anyone, client or stakeholder, anytime.

BetaPr recognizes that each project is dynamic and unique. Because no two projects are the same, we treat each project as a new challenge and opportunity for success. Prior to each project, we carefully analyze what the plan entails and what tasks will be required to ensure stakeholders are notified and engaged from beginning to end. As task assignments are established by BetaPr, we will work in tandem with City staff to develop a scope of work that is on-budget and fulfills the needs of the given project. Once a task order is assigned, Mr. Snyder and Mr. Cassens will lead the team to provide whatever suite of services is required to get the job done.

As our industry continues to evolve, so too does BetaPr. We are always in search of the latest and greatest approach to public involvement. Our creative outreach methods have led us to develop new ways that we connect with stakeholders. Whether it be our cutting-edge graphic design capabilities, virtual meeting rooms, creative websites or interactive eNews releases, we continue to adapt as our industry does. Having designed numerous amounts of notifications and graphics for the City, BetaPr has developed a consistent graphic aesthetic that has become the visual identity of Public Works projects. Additionally, our Project Hotline phone number has been in operation for over 10 years, along with our well-known City of Prescott websites, [www.prescottroadconstruction.com](http://www.prescottroadconstruction.com) and [www.prescottutilityimprovements.com](http://www.prescottutilityimprovements.com).

We've fostered strong working relationships with local media representatives that allows for timely dissemination of information to the public. Additionally, we are active community members and stay up-to-date on City happenings. Because of this, we are able to easily connect with the stakeholders we communicate with in a credible and relatable way. This experience makes BetaPr the most qualified to develop and perform public relations services for the City.

**At a minimum, BetaPr can provide the following public relations services as they are needed as part of this on-call contract:**

- Media Coordination
- Social Media Applications
- Mailings and Brochures
- Graphic Design Services
- Public Meeting/Event Hosting
- Virtual Meeting Rooms
- Project Hotline
- Project-Dedicated Emails
- Website Design and Maintenance

In addition to the previously identified City of Prescott Public Works projects, BetaPr is pleased to share the following projects in which BetaPr is currently contracted with other government agencies that demonstrate comprehensive public relations programs:

### City of Flagstaff

- **Coconino Estates Improvements Phase I Project**  
*CMAR Road and utility improvements project within a historic Flagstaff neighborhood.*
- **Coconino Estates Improvements Phase II Project**  
*Road and utility improvements project within a historic Flagstaff neighborhood.*
- **Rio De Flag Flood Control Project – Public Outreach Campaign**  
*Public outreach campaign for a Citywide flood control project.*
- **Museum Fire Flood Communications Campaign**  
*Communications campaign project regarding the Museum Fire Flooding.*
- **Pipeline Fire Flood Communications Campaign**  
*Communications campaign project regarding the Pipeline Fire Flooding.*
- **JW Powell Extension Project – Design Phase**  
*Providing public involvement services to the City of Flagstaff and their design engineer regarding a project to extend JW Powell from the existing termination point to South Fourth Street.*

### City of Sedona

- **Chapel Road Shared-Use Path Improvements Project**  
*Shared-use path installation project along Chapel Road.*
- **Dry Creek Road Shared-Use Path Project**  
*Shared-use path installation project along Dry Creek Road.*
- **Forest Road Connection Project**  
*Roadway extension project that will extend Forest Road from its existing terminus to a new intersection along State Route 89A.*
- **Brewer/Ranger Intersection Improvements Project: Design Phase**  
*Providing public involvement services to the City of Sedona and their design engineer for a major intersection improvement and road extension project.*
- **Public Relations Services for the City of Sedona City Manager’s Office**  
*Providing public relations services to the City of Sedona City Manager’s Office to release monthly newsletters, create videos, promote meetings and provide general graphic design services.*

This SOQ is an honest representation of our ability to provide continued support to Public Works for public relations services. We are confident that our team of qualified professionals is the best value solution for this RSOQ. The City will grow in population, diversity and economy, and the BetaPr team is excited to have the opportunity to enhance this growth in ways that are smart and sustainable, and continue to make the City Everybody’s Hometown.

## TITLE

Principal  
BetaPr, Flagstaff, Arizona

## EDUCATION

B.S. Landscape Architecture  
Arizona State University

## PROFESSIONAL EXPERIENCE

2015-Present | Principal  
BetaPr, Flagstaff, Arizona

2002-2012 | Public Relations Division Manager  
EnviroSystems Management, Inc.,  
Flagstaff, Arizona

## CERTIFICATIONS

## QUALIFICATIONS

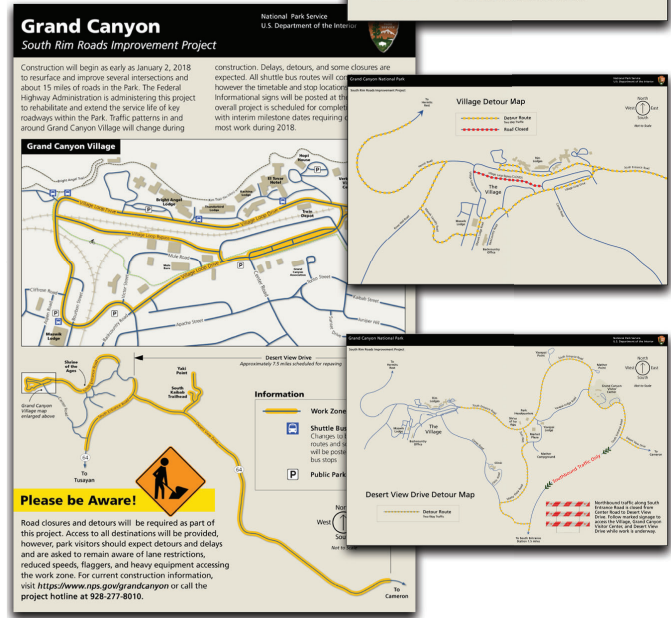
Mr. Snyder has extensive experience managing projects with public involvement and community relations needs throughout the State of Arizona and greater Southwest. His innovative thinking has proven to his clients time and again that he can effectively develop and implement community relations and public involvement programs specific to the needs of any project in the planning, design or construction phase.

Trained as a Landscape Architect, Mr. Snyder has managed numerous public sector projects, acting as a liaison between project engineers and public/private stakeholders. This experience has allowed him to become familiar with planning, design and construction practices. He has also fostered great working relationships with central and northern Arizona media outlets to effectively communicate to targeted public audiences.

Mr. Snyder's diverse background includes the development of integrated public involvement plans, graphic design, project-specific website design and maintenance, print and radio advertising and the strategic distribution of public announcements. A long-time resident of Arizona, Mr. Snyder continues to work extensively with Northern Arizona municipalities on a wide variety of successful projects.

## RECENT PROJECTS

### Public Relations Manager South Rim Roads Improvements Project City of Flagstaff



### Public Relations Manager Rio de Flag Flood Control Project City of Flagstaff

## TITLE

Vice President (VP) and Senior Project Manager  
BetaPr, Flagstaff, Arizona

## EDUCATION

B.S. Communication Studies  
Minor in Business  
Northern Arizona University

## PROFESSIONAL EXPERIENCE

**2015-Present** | VP and Senior Project Manager  
BetaPr, Flagstaff, Arizona

**2012-2015** | Program Development Coordinator  
NAU Outdoor Adventures, Flagstaff, Arizona

**2010-2012** | Customer Relations Specialist  
NIKE Running, Los Angeles, California

## CERTIFICATIONS

Flagstaff Leadership Program

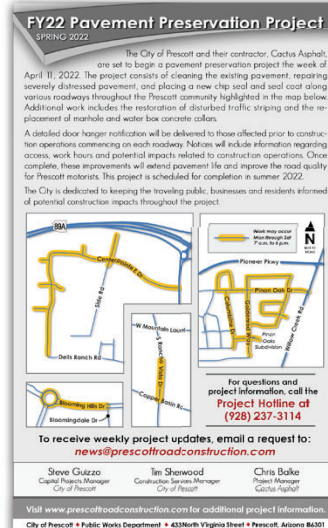
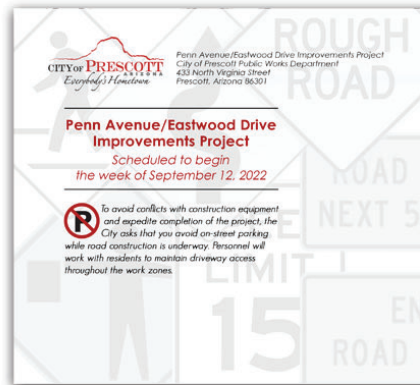
## QUALIFICATIONS

As VP and Sr. Project Manager for the BetaPr team, Mr. Cassens has lead successful public relations campaigns across Arizona. From the initial outreach process until final completion, he serves as the point-of-contact for both our clients and stakeholders. Knowing that each project is unique in its own way, Mr. Cassens has developed the skills and know-how to ensure that each project ends with a successful conclusion. He is recognized as a strong communicator with exceptional interpersonal, organizational and time management skills. He supports the hands-on aspect of community involvement, often serving as the public contact in door-to-door campaigns or fielding public concern on project hotlines. Being able to connect with a variety of public interests allows him to build credibility and support for your project through personal interaction.

Mr. Cassens has been an integral BetaPr team member on several infrastructure improvement projects requiring stakeholder notification during design and construction proving him to be a valuable resource to clients who have a wide variety of communication or public relations needs.

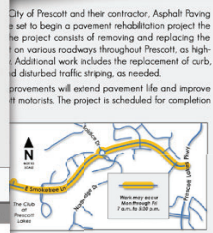
## RECENT PROJECTS

Project Manager  
**Penn Avenue/Eastwood Drive  
Improvements Project**  
City of Prescott



Project Manager  
**Fiscal Year Paving Projects**  
City of Prescott

### Street Rehabilitation Project



### Pavement Preservation Project



## TITLE

Graphic Designer  
BetaPr, Flagstaff, Arizona

## EDUCATION

B.S. Strategic Communication  
Emphasis in Advertising  
Northern Arizona University  
Deans List 2017-2021

## PROFESSIONAL EXPERIENCE

**2022-Present** | Graphic Designer  
BetaPr, Flagstaff, Arizona

**2021** | Partnerships Intern  
Darling Media, Los Angeles, California

**2018-2019** | Design Assistant  
NAU Center for Science Teaching and Learning, Flagstaff, Arizona

## PROFICIENCIES

Adobe Creative Suite  
Website Design  
Brand Design  
Client Relationship Management

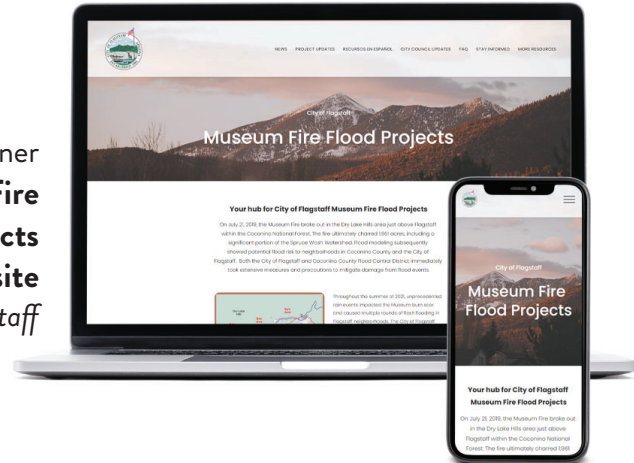
## QUALIFICATIONS

Ms. Gould is a designer and marketing professional specializing in branding and graphic identity serving the global design market. Currently in the role of Graphic Designer at BetaPr, Ms. Gould focuses on taking a client's needs and transforming them into creative design that aligns with their brand.

Her background includes extensive experience in digital marketing, and graphic and web design. Having worked with multiple clients over the years developing branding and websites, Ms. Gould prides herself in creating a cohesive, personable brand identity that brings every project to life. A specialist in digital implementation, she innovates ways to make your brand accessible and appealing to audiences you want.

## RECENT PROJECTS

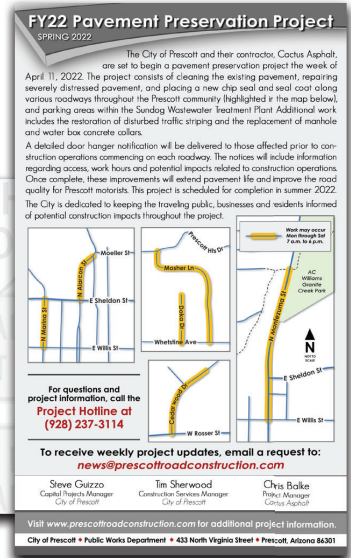
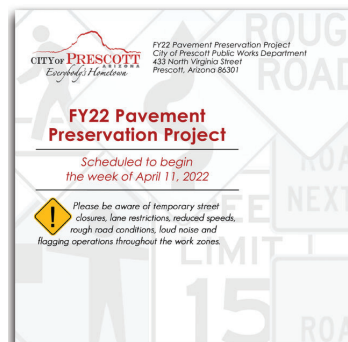
Graphic Designer  
**Museum Fire Flood Projects Website**  
City of Flagstaff



Graphic Designer  
**Sedona Marketing and Branding Design**  
City of Sedona  
Public Works Department



Graphic Designer  
**FY22 Pavement Preservation Project**  
City of Prescott  
Public Works Department



## TITLE

Community Relations Specialist  
BetaPr, Flagstaff, Arizona

## EDUCATION

B.S. Strategic Communications:  
Emphasis in Public Relations  
Minor in Women and Gender Studies  
Northern Arizona University  
Dean's List Recipient 2019-2022

## PROFESSIONAL EXPERIENCE

**2022-Present** | Community Relations Specialist  
BetaPr, Flagstaff, Arizona

**2019-2022** | Student Adviser  
NAU Office of Scholarships and Financial Aid,  
Flagstaff, Arizona

**2020-2021** | Marketing Ambassador  
Newbridge Marketing Group, Portland, Oregon

## AFFILIATIONS/AWARDS

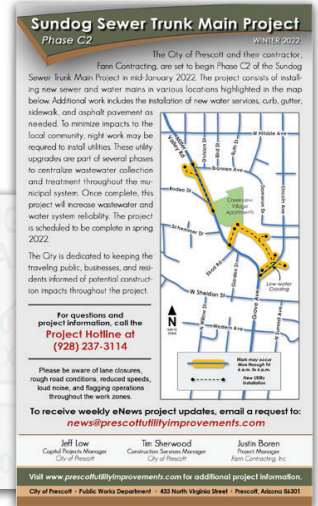
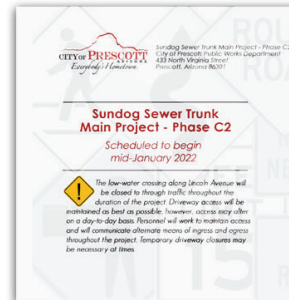
Former President of the Public Relations Student  
Society of America  
National Collegiate Excellence Award

## QUALIFICATIONS

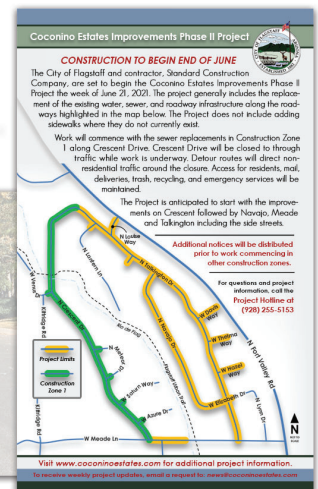
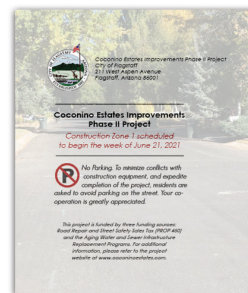
Ms. Rettke brings a unique perspective to public involvement based on her expertise in marketing, advising and customer service. Ms. Rettke honed her social media and oral communication skills in her previous experience as a Marketing Ambassador, allowing her to easily connect with the public to field comments and keep them informed. As the Community Relations Specialist at BetaPr, she focuses on media coordination, community outreach efforts and the development of marketing and advertising materials. Her experience in everything from crafting marketing campaigns to creating strong relationships with varying specialists allows her to be a versatile asset to any project. Often answering a project hotline or meeting with clients face-to-face, Ms. Rettke makes lasting connections with each stakeholder she meets. Ms. Rettke's organizational, oral and interpersonal communication skills are essential to ensuring your project, brand or company has a voice.

## RECENT PROJECTS

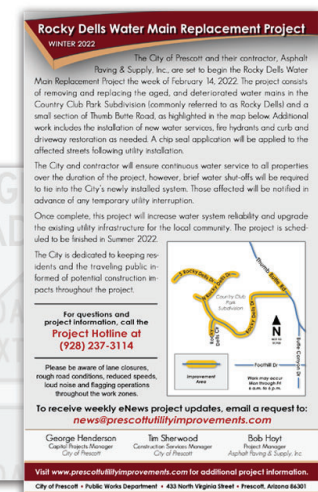
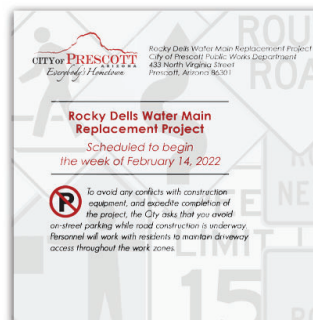
Community Relations Specialist  
**Sundog Sewer Trunk Main Project - Phase C2**  
City of Prescott



Community Relations Specialist  
**Coconino Estates Improvements Phase II Project**  
City of Flagstaff



Community Relations Specialist  
**Rocky Dells Water Main Replacement Project**  
City of Prescott



## TITLE

Owner, *Carly Banks Photography & Videography*  
Flagstaff, Arizona

## EDUCATION

B.S. Public Relations  
Minor in Electronic Media and Film  
Northern Arizona University  
Summa Cum Laude

## PROFESSIONAL EXPERIENCE

**2016-Present** | *Communications Manager*  
NAU Communications, Flagstaff, Arizona

**2014-Present** | *Owner*  
*Carly Banks Photography & Videography,*  
Flagstaff, Arizona

**2009-2016** | *Videographer, Editor and Producer*  
NAU-TV, Flagstaff, Arizona

## AFFILIATIONS/AWARDS

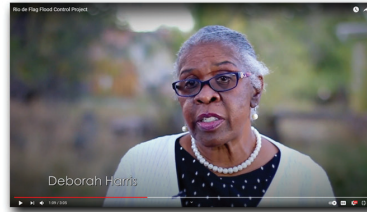
Thankie Award Nomination, 2021: Thankview  
Emmy Nomination, 2016: Rocky Mountain Emmys  
Audience Choice Award 2010: Phoenix Film Festival

## QUALIFICATIONS

Carly Banks has long had a passion for video production and film. From running the college TV station at Northern Arizona University to starting her own videography business, her love of storytelling has earned her an Emmy Nomination and taken her around the world.

Over the past 12 years, she has been contracted through aviation companies, universities, political campaign, realty agencies, nonprofits, small businesses, national organizations, city governments and large recruiting firms, creating a breadth of high-quality professional videos. From fast-paced, eye-catching imagery to emotional stories that pull at the heart strings, she prides herself on creating a unique, custom story that not only builds brand awareness, but also leaves a lasting impression. With a history of partnering with BetaPr and their clients, Ms. Banks looks forward to providing her stunning photography and videography to your project.

## RECENT PROJECTS



Photographer and Videographer  
**Rio de Flag Flood Control Project**  
*City of Flagstaff*



Photographer and Videographer  
**You've Been Accepted! Campaign**  
*Northern Arizona University*

