

CONSULTANT SERVICES AGREEMENT

Contract No. 2026-10

This Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Nexxus Consulting, LLC, a Virginia limited liability company ("Consultant").

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

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

1. Scope of Work: Consultant shall provide the consulting services generally described as:

FEDERAL LOBBYING SERVICES

and as more specifically described in the Scope of Work attached here to as Exhibit A (the "Services").

2. Term and Renewal:

- 2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

- 2.2 Renewal: The Contract may be renewed for up to two (2), one-year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

- 2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Consultant will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation: Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred eight thousand six hundred fifteen dollars and fifteen cents (\$108,615.15), plus Reimbursable Expenses, annually, with a 2.5% increase after each year for the term of the Contract**, made in accordance with the Scope of Work, attached hereto as Exhibit A. Any price other adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the amendment is less than \$100,000; otherwise, City Council approval is required.

4. Termination & Cancellation Clauses.

- 4.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Consultant.

- 4.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

- 4.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Consultant.
5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.
6. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.
7. Insurance:
 - 7.1 Coverage: Consultant shall carry \$1,000,000 of Commercial General Liability insurance, \$500,000 Automotive Liability insurance, and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.
 - 7.2 Professional Liability: Where the Consultant is required by state statute to maintain certain licensure to provide the Services required in the Contract, Consultant shall maintain \$2,000,000 of Professional Liability insurance.
 - 7.3 Certificate of Insurance: Upon request of the City, Consultant shall provide a Certificate of Insurance to the City documenting the requisite coverage.
8. Indemnity: Consultant shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Consultant, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
9. Assignment/Subcontracting: Consultant shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.
10. Independent Contractor: Consultant shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.
11. Nondiscrimination: Consultant shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
12. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and

interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

13. Re-Use: The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaptation by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Consultant or any third parties without the City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.
15. Payment:
 - 15.1 Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.
 - 15.2 Consultant shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Consultant's bid, proposal, or quote, and which were considered and approved by the City as part of the award process. Such taxes shall be identified as a separate line item in Consultant's invoices.
16. Immigration Laws: Pursuant to A.R.S. § 41-4401, Consultant hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.
17. Forced Labor of Ethnic Uyghurs: Consultant hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
18. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
19. Governing Law and Forum: The Contract shall be construed in accordance with the laws of the State of Arizona and in the event of litigation relating to the Contract, any action in law or in equity shall be filed in Coconino County, Arizona.

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20. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:

Sarah Langley
Management Analyst
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
Sarah.Langley@flagstaffaz.gov
Phone: (928) 213-2019

To Consultant:

Bob Holmes
Managing Partner
Nexus Consulting, LLC
499 S. Capitol Street, SW, #600
Washington, D.C. 20003
bholmes@nexusconsulting.com
Phone: (202) 256-6566

With a copy to:

Patrick Brown, C.P.M., CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov
Phone: (928) 213-2277

21. 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.

NEXXUS CONSULTING, LLC.:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A
SCOPE OF WORK

The Scope of Work entails providing federal lobbying services for the City will include the following:

A. Federal Lobbying Services

- a. Awareness of City interests and identification of priorities
 - i. Demonstrate knowledge of City's legislative priorities, interests and concerns.
 - ii. Work with City leadership and the Mayor and Council to develop an annual federal program outlining the City's legislative priorities, goals, and interest areas to be pursued with Congress and the executive branch.
- b. Advocacy for City priorities
 - i. Develop and recommend strategies for advocating the City's position on priority issues with legislators, officials and staff.
 - ii. Draft legislation and/or amendment language to support City priorities; obtain sponsors for bill introduction or amendment language and advocate for introduced bills.
 - iii. Monitor the federal budgetary and appropriations process. Identify opportunities to secure federal funding for City priorities.
 - iv. Facilitate an annual lobbying trip in which the Mayor and Councilmembers travel to Washington DC and meet with members of Congress, congressional staff, federal agency staff and tribal staff to advance the City's priorities and interests. Develop briefing materials and talking points as needed.
 - v. Act as the City's liaison with members of Congress, their staff, agency and executive officials.
 - vi. Demonstrate ability to work with potential coalitions and lobbyists representing partner organizations in advocating the City's priorities.
- c. Legislative tracking
 - i. Review proposed and introduced bills, executive proposals, and administrative rules and regulations. Advise the City of any items that are relevant to the City.
 - ii. Attend relevant congressional committee and agency hearings.
- d. Communication with Mayor, Council and City Leadership
 - i. Provide regular and timely information and updates to city leadership and the Mayor and Council.
 - ii. Provide informative presentations to the Mayor, Council and City leadership as requested.

FEE FOR SERVICES

The proposed yearly fee for federal services is \$108,615.15 per year (\$9,051.26 per month) with a 2.5 percent increase after each year.

Reimbursable expenses would include travel to Flagstaff (flights, hotel, rental cars and meals that are related directly to City business), relevant delivery charges, parking fees and taxi fares.

Expenses will be kept to a minimum, as they have in the past, and will be charged at cost with no mark-up.