

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
FLAHERTY & HOOD, P.A.**

THIS AGREEMENT is made and entered this ___ day of _____, 20___, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and Flaherty & Hood, P.A., a registered business in the State of Minnesota (hereinafter referred to as "Consultant") for Consultant to render professional public sector compensation consulting services for Client with respect to Bid 22-038 RFP Consultant to Perform Compensation Study and Analysis and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Base Services") and the Additional City-Wide Services for the Study set forth in Schedule 2 (collectively the "Scope of Services"). Such services shall include all usual and customary professional public sector compensation consulting services contemplated by the Scope of Services. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1. It is expressly understood that Consultant represents that it has all required licensing and skill in the professional calling necessary to perform the Scope of Services according to the highest professional standards, and Client relies upon the skill of Consultant to do and perform said work in such manner. The acceptance of Consultant's work by Client does not operate as a release of consultant from said understanding and representation.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in

addition to the Scope of Work described in Schedule 1 and Schedule 2 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

SECTION 3. FEES FOR SERVICES; PAYMENT

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$101,250.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e). No such work shall be performed without written authorization and approval of City and certification by the City Director of Finance that a balance of appropriation exists and funds are available for such work.

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents, or other materials/product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information

reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, calculations, summaries, documents, work product, and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS

(a) Data, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, other technical data, or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to owner.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 8. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 9. REQUIRED FEDERAL PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF Program). Consultant agrees it is subject to and shall comply with all applicable provisions of said Title 2 CFR, Part 200 for which the contract award has been made and applicable regulations.

(b) Consultant shall comply with the attached Special Funding Contract Requirements and any/all other Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, the U.S. Treasury Department, or any other Federal or State fund auditing agencies regarding use of ARPA funds at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City's Department of Human Resources, Attention: Marisa Pacheco, HR Director, 301 W. B Street, Pueblo, Colorado, 81003, or to Consultant at Flaherty & Hood, P.A., Attention: Brandon Fitzsimmons, Shareholder Attorney, 525 Park St., Suite 470, Saint Paul, Minnesota, 55103. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void, and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

SECTION 12. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

FLAHERTY & HOOD, P.A.

By _____
Naomi Hedden, Director of Purchasing

By _____
Brandon Fitzsimmons, Shareholder Attorney

Attest _____
Marisa Stoller, City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

- Attachments: Schedule 1: Scope of Services
- Schedule 2: Fee Schedule
- Schedule 3: Work Schedule
- Consultant's project staff
- Special Funding Contract Requirements
- Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated May 17, 2022, Sections 2.3 – 2.4

2.3 Objective

The City of Pueblo is a full-service home-rule City that operates under the Mayor/Council form of government. The City Council is made up of a seven (7) member board elected by the residents; four (4) council seats elected by district and three (3) elected at-large.

The Mayor is responsible for supervision and control over all executive and administrative departments and appoints the City's Directors, City Attorney, and Municipal Court Judge (subject to City Council confirmation). The Mayor is also responsible for preparing the annual budget for submission to City Council with a total budget of \$111.5 million.

The City has a total of 11 departments:

Airport	Finance	Human Resources	Planning	Stormwater
City Attorney	Fire	Information Technology	Police	Wastewater
City Clerk	Fleet	Mayor's Office	Public Works	
Civil Service	Housing & Citizen Services	Municipal Court	Purchasing	

The City employs approximately 805 full-time employees; many of whom belong to police, fire, and/or general service unions. The employees are assigned to a total of 235 classifications broken down as follows:

Description	Classifications/Ranks	Union Participation
Appointed	28 Classifications	N/A
General Service	139 Classifications	Pueblo Association of Government Employees
Sworn Police	3 Ranks	International Brotherhood of Police Officers #537
Sworn Fire	6 Ranks	International Association of Firefighters #3
Management	60 Classifications	N/A

The purpose of this project is to ensure appropriate compensation for all civilian employees, sworn employees, middle management, and executive employees. The City's objectives are to:

- Attract and retain qualified employees

- Provide salaries commensurate with assigned duties

- Provide benefits commensurate with comparable government agencies

- Clearly outline promotional opportunities and provide recognizable compensation growth

- Provide justifiable pay differential between individual classes
- Maintain a competitive position with other comparable government entities and private employers within the same geographic areas

2.4 Scope of Service

The Consultant shall conduct comprehensive compensation surveys for all classifications listed above. The services shall include, but not be limited to, the following:

- 2.4.1 The City will provide copies of all salary schedules and benefits summaries for calendar year 2022 including electronic links to the Collective Bargaining Agreements for all bargaining units/unions.
 - The City will provide any other relevant materials available in-house as requested by Consultant to complete the study and analysis.
- 2.4.2 Consultant shall provide the City's Human Resources Department with bi-monthly reports on the project status including any issues, questions, etc.
- 2.4.3 Review and provide cost-effective recommendations including rationale to align City's compensation structure for all positions in consideration of the City's current pay practices and policies, internal pay relationships, and the external labor market.
- 2.4.4 Reevaluate and recommend changes (as applicable) to which agencies the City should compare to for compensation purposes. Due to City code requirements, the compensation study must include data from other local governments within the State of Colorado with equal to or larger citizen populations as compared to Pueblo. However, the City is interested in recommendations regarding any modifications to the list of comparison agencies and the rationale for any such recommendation.
- 2.4.5 Prepare and submit to the City's Human Resources Department a compensation survey final report that analyzes salary and total compensation labor market data for all job classifications, to include the following:
 - Agencies surveyed
 - Comparable class title
 - Salary range minimum
 - Salary range maximum/control point
 - Number of observations
 - Level of variability of the data
 - Market value relative to 100th percentile and the 85th percentile
 - Percent of City salary range above/below the market value percentages above
 - Explanation and outline of methodology used
 - Summary and assessment of City's data relative to the market data points
 - Review of current pay structure relative to market data points and/or recommendation of possible change
 - Identification of key issues that may need to be addressed such as compression, range overlap, any other modification
 - Recommendations that include rationale for each key issue identified and a proposal for implementation
 - Review of City's total compensation including health benefits compared to market data points and/or recommendations of possible change(s)
 - A key explaining comparative data points used to analyze City salary and total compensation with market salary and total compensation data
 - Percentile placement amounts for all positions regarding salary and total compensation relative to market position
- 2.4.6 Conduct a cost analysis and quantify fiscal impact of proposed implementations/recommendations for adjustment of market valued job classifications that may be out of alignment.

- 2.4.7 The Consultant shall provide HR a recommended strategy for implementing any changes suggested based on findings within the context of City policies and procedures.
- 2.4.8 Prepare and deliver presentations regarding study process, findings, and recommendations to:
- Mayor and Human Resources Department
 - After approved by Mayor and Human Resources, Consultant shall present to City Council in person or possibly by Zoom if deemed appropriate by the City.

(Continue to next page.)

SCHEDULE 2

Fee Schedule

Excerpt from Consultant’s Proposal Submittal dated June 8, 2022, Pages 13 – 14
 Updated by Client and Consultant on July 27, 2022 to reflect revisions to payment arrangement
 and Additional City-Wide Services for Study

FEE SCHEDULE

Base Services

The lump sum cost for Flaherty & Hood, P.A.'s Base Services for the City of Pueblo is: \$70,000.

Flaherty & Hood, P.A. proposes to bill the City for 1/3 of the Base Services and for each Additional Service up - front, 1/3 after 20 weeks or when the Market Benchmark and Survey are completed, whichever occurs first, and 1/3 upon completion of the services.

Additional City-Wide Services for Study

Service	Total Cost
Position Classification Evaluation <ul style="list-style-type: none"> • Review current process used to evaluate skill, effort, responsibility, working conditions, and other relevant work-related criteria for each job • General <ul style="list-style-type: none"> ○ Using city's current job evaluation system or Flaherty & Hood's Job Evaluation System: <ul style="list-style-type: none"> • Define uniform compensable factors and subfactors • Establish points for factors and subfactors • Job specific <ul style="list-style-type: none"> ○ Establish and draft spreadsheet that systematically and objectively assigns points for each job using factors and subfactors • Management reviews, comments, and makes any necessary changes on job evaluation system and job specific points 	\$23,000
Compile, review, and analyze organizational or market compensation data other than wages and health insurance (11 Categories Have been identified): <ul style="list-style-type: none"> Specialty Pay <ul style="list-style-type: none"> • Call Back • On Call Leaves <ul style="list-style-type: none"> • Funeral/Bereavement • Holidays • Paid Time Off (PTO) • Personal Days • Sick • Vacation Insurance <ul style="list-style-type: none"> • Dental • Life Contract Language <ul style="list-style-type: none"> • Work Schedule-Hours 	\$750 per category \$8,250 Total for this additional service

Hourly Rates and Expenses for Additional Services
if requested by Client pursuant to Section 2(e) of the Agreement

Fees and expenses incurred by Flaherty & Hood, P.A. in providing these additional services to the City of Pueblo will be billed as incurred on a monthly basis.

Items in addition to those above or other labor relations, employment law, and human resources services are available to the City of Pueblo and will be billed at the hourly rates of \$225 per hour for attorney, \$175 per hour for human resource analyst, and \$95 per hour for data analyst and administrative assistant, plus expenses.

SCHEDULE 3

Work Schedule

Excerpt from Consultant's Proposal Submittal dated June 8, 2022, Pages 11 - 12

Proposed Schedule

Flaherty & Hood, P.A.'s Job Classification and Compensation Study services for the City of Pueblo will include the following services:

Base Services

Phase	Services	Timeline after Start
A.	<u>Introduction and Project Orientation</u> <ul style="list-style-type: none">• Review the City of Pueblo's current classification and compensation system, which includes:<ul style="list-style-type: none">○ Classification and compensation-related policies and plans and labor contracts○ Job descriptions○ Job evaluation system and ratings○ Organizational chart○ Compensation and structure○ Pay equity reports• Draft communication to incumbent employees and bargaining units explaining the Job Classification and Compensation System Study, execution guides and responses to FAQs for City of Pueblo's management	0-4 Weeks
B.	<u>Market Benchmark and Survey</u> <ul style="list-style-type: none">• Establish market entities and sources based on statistical analysis and Market Selection Questionnaire submitted to City of Pueblo• Determine benchmark jobs to compare• Compile, review and analyze market compensation data for benchmarked job classifications, including:<ul style="list-style-type: none">○ Wages: base pay, pay structure, and longevity pay○ Insurance: health• Draft market comparison data spreadsheets and discuss with City of Pueblo's management	10-20 Weeks

Phase	Services	Timeline after Start
C.	<p><u>Classification and Compensation System Structure</u></p> <ul style="list-style-type: none"> • Utilizing statistical analysis and Base Pay Development Questionnaire submitted to and completed City of Pueblo, analyze internal job evaluation points compared to external market survey data to develop basis on which to update or build pay structure • Draft proposed modifications to pay structure and schedule that include pay ranges based on job points • Draft other proposed Total Rewards recognizing longevity • Draft analysis of Agency-wide cost and individual employee wage impact of the proposed pay structure 	22-24 Weeks
D.	<p><u>Preparation of Final Documents and Updated Compensation Policies and Plans</u></p> <ul style="list-style-type: none"> • Prepare a final report describing the study results and implementation recommendations • Present on findings and recommendations, including written and/or oral reports to City of Pueblo governing body and/or employee groups • Draft <ul style="list-style-type: none"> ○ Recommended revisions to policies ○ Compensation plan to manage compensation clearly, effectively, consistently, and efficiently, including Total Rewards ○ How-to and execution guides and usable electronic spreadsheets for updating compensation, including methodology for determining the validity for requests for reclassification and/or compensation changes 	24-28 Weeks
E.	<p><u>System Implementation</u></p> <ul style="list-style-type: none"> • Recommend the best possible approach to coordinating the recommended pay plan with current wage plans, including timelines for implementation, and communicating it with employees 	26-28 Weeks
F.	<p><u>Training on System Maintenance and Updating</u></p> <ul style="list-style-type: none"> • Conduct training for the City of Pueblo's management on maintaining and updating the pay structure by utilizing the compensation plan and compensation how-to guides and electronic spreadsheets 	28-30 Weeks

Consultant's Project Staff

Excerpt from Consultant's Proposal Submittal dated June 8, 2022, Pages 3 – 5



Rachel Parker is a Human Resources Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Rachel compiles, reviews, researches, and develops analysis in the areas of job classification and compensation, labor relations, and employment matters for public sector clients. Rachel has a Bachelor of Science in Speech, Language, and Hearing Science from Minnesota State Moorhead University and her Masters of Business Administration, Human Resource Management from Capella University. She is a member of SHRM, Twin Cities Compensation Network, and World at Work Compensation Institute.

Role in Pueblo Compensation Study and Analysis

Because Rachel dedicates her work to providing job classification and compensation services to the firm's public sector clients, she will be readily available and accessible to Pueblo and make Pueblo's needs a priority. Specifically, Rachel will communicate with Pueblo on the process, timeline, strategy, analysis, and recommendations. She will also draft execution guides for each phase of the study, a narrative report on the study, proposed updates to the city's compensation schedule, a recommended implementation strategy, and policies, procedures, and other guidance on updating and maintaining the City's compensation plan.

Work Experience

FLAHERTY & HOOD, P.A.

St. Paul, Minnesota

Human Resources Analyst

Conducts job classification and compensation work, including job analyses, drafting job descriptions, assigning job evaluation ratings, conducting salary surveys, and creating compensation structures. Performs organizational studies addressing services, staffing, and reporting structures, market surveys, and preparing analysis and recommendations.

THRIFTY WHITE PHARMACY

Plymouth, Minnesota & Remote

Human Resources Benefits Specialist

Oversaw employees' benefit forms and Court order forms; processed termed employees benefits; supported with audits relating to benefits; and performed E-Verify, COBRA, FMLA, and EEO.

ROOF TO DECK

St. Paul, Minnesota

Human Resources Manager / Accounting

Processed payroll system information; assisted with annual benefit processing; onboarding of new employees including new hire paperwork and orientation; maintain employee files and HR filing system, working on productivity reports, general ledgers, entering receipts, and invoices.

Education

Capella University

M.B.A., Human Resource Management

Minnesota State Moorhead University

B.S., Speech, Language, and Hearing Science

Professional Associations

Twin Cities Compensation Network

World at Work Compensation Institute Minnesota

Society for Human Resources Management



Brandon M. Fitzsimmons is a shareholder attorney with the law firm of **FLAHERTY & HOOD, P.A.** Brandon provides legal advice and representation services for public entities in labor relations, employment law, and human resources matters. Brandon has his Bachelor of Arts in Political Science with Distinction, *cum laude*, from Creighton University and his Doctor of Jurisprudence (J.D.) from William Mitchell College of Law. Brandon is a member of the National and Minnesota Public Employer Labor Relations Associations, SHRM, and MSBA–Labor and Employment Law Section.

Role in Pueblo Compensation Study and Analysis

Brandon will provide guidance to Pueblo, oversight over the project, and strategy on compensation modifications and implementation strategy.

Work Experience

FLAHERTY & HOOD, P.A. St. Paul, Minnesota

Shareholder and Associate and Senior Attorney

Responsibilities include providing consultation, legal representation, and administrative agency representation for municipal clients before the District Court and state agencies, including the Minnesota Bureau of Mediation Services and Office of Administrative Hearings.

HONORABLE RENEE L. WORKE Waseca, Minnesota

Judicial Clerk

Researched, consulted, and wrote orders and memorandums for Chief Judge and other Third Judicial District judges in south central Minnesota. Ran conciliation court settlement conference hearings and facilitated settlement agreements.

Education

William Mitchell College of Law St. Paul, Minnesota

Juris Doctor

Creighton University Omaha, Nebraska

B.A., Political Science with Distinction, *cum laude*

Bar Admissions

Minnesota

Honors and Awards

2013 and 2014 Super Lawyers-Rising Stars

Professional Associations

National and Minnesota Public Employer Labor Relations Associations

Society for Human Resources Management

Labor and Employment Law, Public Law and Administrative Law Sections of the Minnesota State Bar Association



Ethan Rundquist is a Data Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Ethan compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures. Ethan has a Bachelor of Arts Degree in Finance And Management from The College of Saint Scholastica. He is a member of Society for Human Resources Management, Twin Cities Compensation Network, and World at Work Compensation Institute.

Role in Pueblo Compensation Study and Analysis

Ethan will draft demographic comparisons on the market entities, market surveys, the market analysis, and details of the proposed modifications to compensation, including the base pay structure, implementation for each employee, and costs.

Work Experience

FLAHERTY & HOOD, P.A.

St. Paul, Minnesota

Data Analyst

Compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures.

FRANSEN BANK AND TRUST

Arden Hills, Minnesota

Records Management Specialist

Entered data and prepared documents, spreadsheets, reports and other materials; updated indexes and file data for legal and official documents; set up, optimized and enforced consistent document management policies; maintained files and retrieved information from computer and manual filing systems; and filled out and stored transmittal logs for permanent records.

THE COLLEGE OF ST. SCHOLASTICA

Duluth, Minnesota

REIF Economic Research Project

Collected information from business confidence surveys of businesses in the Duluth community; compiled data in Excel for REIF/regional economic forum; and presented via Powerpoint presentation.

Education

The College of Saint Scholastica

Duluth, Minnesota

Bachelor of Arts Degree in Finance and Management

Certifications

Google Data Analytics

Microsoft Excel Training

Professional Associations

Twin Cities Compensation Network

World at Work Compensation Institute Minnesota

Society for Human Resources Management

SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements

This Appendix D shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team. Questions about the City's Purchasing Policy and the federal project requirements may be directed to bidinfo@pueblo.us.

Definitions:

Agreement: For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

Notice:

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

1. REMEDIES

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

This contract is not estimated to exceed \$249,999 and this section has been removed.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.

2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or

work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)
During the performance of this contract, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)

This contract is not estimated to exceed \$99,999 and this section has been removed.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

This contract is not estimated to exceed \$149,999 and this section has been removed.

9. DEBARMENT AND SUSPENSION

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- 9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- 9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

This contract is not estimated to exceed \$99,999 and this section has been removed.

11. PROCUREMENT OF RECOVERED MATERIALS

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

This contract does not involve telecommunications and video surveillance services or equipment and this section has been removed.

13. DOMESTIC PREFERENCES FOR PROCUREMENT

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

14. ACCESS TO RECORDS

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

14.3 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

15. CHANGES

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificate(s)

Brandon Fitzsimmons

From: donotreply@sam.gov
Sent: Monday, July 25, 2022 2:31 PM
To: Brandon Fitzsimmons
Subject: CONFIRMATION: Registration Submitted for FLAHERTY & HOOD P A / YVFAETGU1QF8 in the U.S. Government's System for Award Management (SAM)

Solution Builders - ThnAir

Warning: Sender donotreply@sam.gov is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.

[Report Phishing](#) [Mark Safe](#)

powered by Graphus®

This email was sent by an automated administrator. Please do not reply to this message.

Dear BRANDON FITZSIMMONS,

You successfully submitted the entity registration for FLAHERTY & HOOD P A / YVFAETGU1QF8 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement

Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
<https://sam.gov>

FLAHERTY & HOOD P A



This entity record has been validated as unique and existing, but is not registered in SAM.

Physical Address

525 PARK ST
STE 470
SAINT PAUL, MINNESOTA, 55103-2122
USA

Unique Entity ID

YVFAETGU1QF8

Version

Current Record ▾

Business Record Details »

Minnesota Business Name
Flaherty & Hood, P.A.

Business Type
 Business Corporation (Domestic)

MN Statute
 302A

File Number
 7N-284

Home Jurisdiction
 Minnesota

Filing Date
 08/17/1992

Status
 Active / In Good Standing

Renewal Due Date
 12/31/2022

Registered Office Address
 525 Park Str #470
 St Paul, MN 55103
 USA

Number of Shares
 1,000,000

Registered Agent(s)
 (Optional) Currently No Agent

Principal Executive Office Address
 525 PARK STREET SUITE 470
 St Paul, MN 55103
 USA

Chief Executive Officer
 Tim Flaherty
 525 PARK STREET SUITE 470
 St Paul, MN 55103
 USA

Filing History

Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	08/17/1992	Original Filing - Business Corporation (Domestic)	
<input type="checkbox"/>	08/17/1992	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Koebele, P.A.)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	03/12/1993	Registered Office and/or Agent - Business Corporation (Domestic)	
<input type="checkbox"/>	03/25/1998	Registered Office and/or Agent - Business Corporation (Domestic)	
<input type="checkbox"/>	10/19/1998	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Associates, P.A.)	
<input type="checkbox"/>	10/27/2000	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Hood, P.A.)	
<input type="checkbox"/>	10/14/2011	Registered Office and/or Agent - Business Corporation (Domestic)	

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
 SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
 ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

N/A

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Flaherty & Hood, P.A.

Authorized Signature: *Brandon Fitzsimmons* Title: Principal

Printed Name: Brandon M. Fitzsimmons Date: 7/20/2022



SUBMITTAL FOR AFFIRMATIVE ACTION

AFFIRMATIVE ACTION PLAN

Flaherty & Hood, P.A. does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Flaherty & Hood, P.A. will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Sincerely,

A handwritten signature in black ink that reads 'Brandon M. Fitzsimmons'.

Signature

Brandon M. Fitzsimmons

Printed Name

Vice President

Title (must be signed by Managing Member, President, Vice President, or Secretary)

July 25, 2022

Date



MINNESOTA LAWYERS MUTUAL

INSURANCE COMPANY

CERTIFICATE OF INSURANCE

ISSUE DATE 07/20/22

333 South Seventh Street
Suite 2200
Minneapolis, MN 55402
612-341-4530 or 800-422-1370
FAX 800-305-1510

THIS CERTIFICATE OF INSURANCE IS FOR INFORMATIONAL PURPOSES ONLY. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY(IES)

Named Insured	Company Providing Coverage
Flaherty & Hood, P.A. 525 Park Street, Suite 470 Saint Paul, MN 55103	Minnesota Lawyers Mutual Insurance Co. 333 South Seventh Street Suite 2200 Minneapolis, MN 55402

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Lawyers Professional Liability	4001 30	9/1/2021 to 9/1/2022	\$2,000,000 per claim \$5,000,000 aggregate

Special Items

Certificate Holder	Cancellation
City of Pueblo 230 S Mechanic Street Pueblo, CO 81003	IF ANY OF THE POLICIES LISTED ABOVE ARE CANCELLED PRIOR TO THE POLICY EXPIRATION DATE, MINNESOTA LAWYERS MUTUAL INS. CO. WILL ENDEAVOR TO PROVIDE THE CERTIFICATE HOLDER WITH WRITTEN NOTICE WITHIN 30 DAYS, BUT FAILURE TO PROVIDE SUCH NOTICE WILL NOT IMPOSE LIABILITY OF ANY KIND UPON MINNESOTA LAWYERS MUTUAL INS. CO., ITS AGENTS OR REPRESENTATIVES.

Jennifer Shaw

Authorized Representative

MLM-150 (04-10)