



## **CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of July 1, 2025, between Navajo County ("County") in conjunction with the Northeastern Arizona Local Workforce Development Board ("LWDB"), and Head Forward Solutions LLC ("Consultant").

**WHEREAS**, County requires certain professional services for Navajo County Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator, Contract No. B25-04-003 ("Project"); and

**WHEREAS**, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the Scope of Work in the Request for Proposal No. B25-04-003, and Consultant's proposal dated May 18, 2025 in a competent and professional manner to the satisfaction of County.
2. **Contract Documents.** The Contract Documents comprise this Contract, Request for Proposals No. B25-04-003, Consultant's Proposal Submittal dated May 18, 2025, and addendums thereto, if any. If any incorporated term is inconsistent with the Contract, this Contract shall control over all others; the Request for Proposal shall control over the Consultants proposal.
3. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without County's prior written approval.
4. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by County, and Consultant shall be solely responsible for such matters.

5. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without County's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 9, 10, 11, 13, 16, 19, 22 and 23. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
  
6. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by County shall not, except for reasonable cause, be exceeded by County or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
  
7. **Payment.** County shall pay to Consultant a not-to-exceed sum of eighty-seven thousand seven hundred sixty dollars (\$87,760.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.
  
8. **Defects in Work.** County may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 13. No compensation shall be paid for any rejected work until such issues have been resolved.
  
9. **Insurance Requirements.**
  - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County as an additional insured (except for Errors and Omissions / Professional Liability coverage).
  
  - B. The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Bodily Injury	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Personal Property	\$1,000,000 each occurrence and annual aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each occurrence and annual aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform County of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by County. Consultant shall notify County upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

10. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless County and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
11. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by County upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of County.
12. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement

without County's prior written approval, nor shall Consultant delegate any duty hereunder without County's prior written approval.

13. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 25. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.
14. **Suspension and Termination by County:**
  - A. **Suspension.** County may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
  - B. **Termination for Cause.** County may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by County as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to County.
  - C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.
  - D. **Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise),

and (b) deliver or otherwise make available to County copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

15. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to County if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if County fails to make any payment within the time set forth in Section 7. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by County equal in the aggregate more than 100% of the total number of days scheduled for completion.
16. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 13.
17. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
18. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
19. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after County's final payment hereunder.
20. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement was made between the two parties. Upon mutual agreement between the parties, this contract may be renewed up to four (4) additional one-year terms.
21. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the County's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.
22. **Prohibition of Boycott of Israel:** Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract

engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.

23. **Written Certification Pursuant to A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to 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 contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement’s termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement
24. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
25. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant:        Jessica L. Head  
                                 Owner/CEO  
                                 Head Forward Solutions LLC.  
                                 200 E. Mahoney St.  
                                 Winslow, AZ 86047

To Navajo County: Kolton Root  
                                 Senior Procurement Officer, Public Works  
                                 Navajo County  
                                 P.O. Box 668  
                                 Holbrook, AZ 86025

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

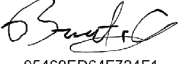
**Navajo County**

By  \_\_\_\_\_  
DocuSigned by:  
44E4920D4AB4405...  
Chairman, Navajo County Board of Supervisors

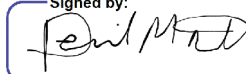
**ATTEST:**

Signed by:  
 \_\_\_\_\_  
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Melissa W. Buckley, Clerk of the Board

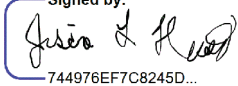
**Approved As to Form:**

DocuSigned by:  
 \_\_\_\_\_  
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Brandt Clark, Deputy County Attorney

**Northeastern Arizona LWDB**

By  \_\_\_\_\_  
Signed by:  
7633204DE2014D5...  
Chairperson, Northeastern Arizona LWDB

**Consultant**

By  \_\_\_\_\_  
Signed by:  
744976EF7C8245D...  
Title: owner/operator