



REGIONAL COALITION OF LANL COMMUNITIES
City of Española - Los Alamos County - Rio Arriba County - Santa Fe County
City of Santa Fe - Taos County - Town of Taos - Pueblo of Ohkay Owingeh
Pueblo of Jemez

**SERVICE
AGREEMENT
2019-01**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the Regional Coalition of LANL Communities, ("Regional Coalition"), and CPLC New Mexico, Inc., a New Mexico corporation ("Contractor"), to be effective for all purposes August 1, 2018.

WHEREAS, the Regional Coalition issued Request for Proposals No 2018-01 ("the "RFP") on May 6, 2018, requesting proposals for Executive Director services as described in the RFP;

WHEREAS, Contractor timely responded to the RFP by submitting a proposal, dated June 7, 2018 ("Contractor's Response");

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for said services;

WHEREAS, Contractor will provide the following Services, as described below;

NOW THEREFORE, for and in consideration of the premises and the covenants contained herein, the Regional Coalition and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor Services.

- a. Continue and build upon the Regional Coalition's efforts as an effective advocacy organization.
- b. Manage the organization and ensure its legal and financial responsibilities are met.
- c. Advise the Board of Directors on the group's strategic direction and policies, including legislative strategies, to achieve the organizational mission. Make recommendations where appropriate.

- d. Provide technical assistance to the organization. Summarize and analyze issues, and provide comment and advice as necessary or requested. Prepare technical memos and issue briefs as needed.
- e. Serve as an independent facilitator for the Board meetings.
- f. Develop and circulate agenda items and briefing memos for the Board meetings.
- g. Prepare and distribute minutes of the Board meetings.
- h. Make presentations to each participating members governing body, at least annually, or as requested by board members.
- i. Maintain a website.
- j. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board.
- k. Implement public information strategies on behalf of the organization.
- l. Serve as spokesperson of the Regional Coalition with the Department of Energy, state and federal agencies, the media and the public.
- m. Monitor regional and national issues and coordinate with outside agencies on issues affecting LANL.
- n. Make monthly presentations to the Board and at other forums on a range of issues.
- o. Represent the organization at national meetings as directed by the Board.
- p. Prepare monthly updates on relevant congressional and DOE policies and actions.
- q. Report progress on the strategic plan, and annually provide an updated plan for the Board's discussion and approval.
- r. Prepare the draft annual budget for approval by the Board, and implement as appropriate.
- s. Generate supporting funds from a variety of sources to continue the operations of the Regional Coalition.
- t. Provide monthly updates to the Board regarding progress.
- u. Develop and present to the Board an Annual Report, detailing the prior year's activities and achievements.
- v. Other tasks that are identified and assigned by the Board.

SECTION B. TERM: The term of this Agreement shall commence on August 1, 2018 and shall continue for 2 years thereafter unless extended or sooner terminated as provided herein. At the sole discretion of the Regional Coalition, this contract may be renewed for 2 additional one (1) year periods, under the same terms and conditions, contingent upon Regional Coalition appropriating funding. In no event, however, shall the term of the agreement, including any and all extensions, exceed four (4) years from the initial effective date of the agreement.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** The Regional Coalition shall pay annual compensation for the performance of the Services an amount not to exceed One Hundred Sixty Nine Thousand Two Hundred Eighty Eight dollars (\$169,288.00) which amount does not include applicable New Mexico gross receipts taxes (NMGRT).

This compensation includes all travel and meeting costs. If Board directed travel exceeds more than 3 out of state trips per contract year, compensation may be increased to reimburse for airfare and lodging costs as approved by the Board.

If the contract is extended beyond the initial 2 years, the monthly fixed fee and other associated costs may be considered for an annual adjustment if such is warranted.

- 2. Invoices and Payment.** Contractor shall submit itemized monthly invoices to the Regional Coalition Treasurer showing the amount of compensation due (Total monthly \$14,107.33 excluding GRT), the amount of any NMGRT, the allocation of tasks and compensation due split between those that are DOE grant applicable and those that are not, and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of the Regional Coalition and will not be considered an employee of the Regional Coalition for any purpose. Contractor, its agents or employees shall make no representation that they are Regional Coalition employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the Regional Coalition's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind the Regional Coalition to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the Regional Coalition to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the Regional Coalition; provided, however, that: a) Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner, b) Contractor shall notify the board of any other contracts or employment, and c) Contractor shall not run for or hold public office without first notifying the Board.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with a standard of care for performance of the Services that exceeds industry standards.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes ("works"), whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of the Regional Coalition as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Regional Coalition. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the Regional Coalition.

Contractor hereby agrees to assign any and all ownership interest, including by way of example and not limitation, copyrights, patents, trade secrets, in and to the Works to the Regional Coalition, and acknowledges that this is a part of the basis of the bargain between the parties.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the Regional Coalition for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the Regional Coalition. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to the Regional Coalition's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. The Regional Coalition requires Certificates of Insurance or other evidence acceptable to the Regional Coalition that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the Regional Coalition as an additional insured.

1. **General Liability Insurance.** \$1,000,000 per occurrence; \$2,000,000 aggregate.
2. **Workers' Compensation.** In an amount as may be required by law. The Regional Coalition may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its employees:** An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance.** \$1,000,000 per occurrence; \$2,000,000 aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

SECTION J. RECORDS: Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by the Regional Coalition all records, books of account, memoranda, and other documents pertaining to the Regional Coalition at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of the Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, without regard to race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend Regional Coalition, its members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither the Regional Coalition nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the Regional Coalition..

SECTION P. LICENSES: Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement.

SECTION R. TERMINATION:

1. **Generally.** The Regional Coalition may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of the Regional Coalition at the rate set out in Section C. Contractor shall render a final report of the services performed to the date of termination and shall turn over to the Regional Coalition all originals of all materials prepared pursuant to this Agreement.

2. **Funding.** This Agreement shall terminate without further action by the Regional Coalition on the first day of any Regional Coalition's fiscal year for which funds to pay compensation hereunder are not appropriated by the Board of Directors. The Regional Coalition shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

Regional Coalition of LANL Communities:

RCLC Chair
1000 Central Ave. Suite 350
Los Alamos, NM 87544

Contractor:

Roger Gonzales, President & CEO
CPLC New Mexico, Inc.
112 W. San Francisco Street - Suite 306
Santa Fe, New Mexico 87501

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on the Regional Coalition until approved in writing by both the Regional Coalition and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

By: _____

REGIONAL COALITION OF LANL COMMUNITIES

By:  _____

CPLC New Mexico, Inc., a New Mexico corporation

By:  _____ 7/26/18
DATE