



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Design Workshop, Inc.**, a Colorado corporation ("Consultant"), to be effective for all purposes April 18, 2017.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-31 (the "RFP") on January 22, 2017, requesting proposals for a Tourism Strategic Plan, as described in the; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated February 28, 2017 ("Consultant's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Consultant was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement and the charter for the Tourism Master Plan/ Economic Development Strategic Plan Steering Committee (the "Committee") at a public meeting held on April 17, 2017; and

WHEREAS, Consultant will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Consultant agree as follows:

SECTION A. SERVICES: Consultant shall provide the following services:

1. PHASE 1. ORIENTATION AND COMMUNICATION

Task 1.1 Project Start-Up and Organization. In a work session with the Consultant's team, County staff, and the Committee, will discuss various issues including defining a mission statement and guiding principles for the Tourism Strategic Plan. This Strategic Kickoff ("SKO") work session will launch the project. The objectives of the SKO include:

1. Defining the roles, responsibilities and communication procedures of and between the Consultant's team, County staff and the Committee;
2. Confirming a detailed project schedule and document review process;
3. Identifying useful resources and past accomplishments that aid the creation of the Tourism Strategic Plan;
4. Define topics for additional research and evaluation; and
5. Establish project goals and desired outcomes.

The Consultant will also use this visit as an opportunity to begin data collection and research efforts.

Task 1.1 Deliverables.

1. Meetings with County project manager and staff as needed, facilitating work sessions with the Committee as needed, and conducting site tours sufficient to become familiar with major attractions and opportunities;
2. Furnishing a detailed project schedule acceptable to County with a minimum of eight (8) Committee meetings and five (5) public forums;
3. Furnishing an internal project communication plan;
4. Defining the thesis and project goals of County's Strategic Tourism Plan;
5. Defining factors critical for success in implementing County's Strategic Tourism Plan;
6. Identifying obstacles to the implementation of County's Strategic Tourism Plan; and
7. Furnishing a written report to County that documents Consultants findings and responses to the tasks identified in *Task 1.1 Project Start-Up and Organization* (Nos. 1-5) and deliverables identified in *Task 1.1 Deliverables* (Nos. 1-7) which shall be furnished within thirty (30) days of signing this Agreement unless otherwise agreed to in writing by County.

Task 1.2 Baseline Data and Mapping Collection. Consultant shall conduct sufficient research of available information, including mapping information, to adequately inform County's Strategic Tourism Plan. Consultant shall review any report, study, or plan recommended by the County Project manager or the Committee, however, at a minimum the Consultant shall review the following documents:

1. BrandPrint™ Report research findings and Brand Marketing Plan;
2. 2016 Los Alamos Comprehensive Plan and Community Survey/input reports;
3. Los Alamos Downtown Master Plan;
4. Los Alamos County Annual Report;
5. White Rock Center Master Plan/Economic Development Strategy;
6. Bandelier National Monument Centennial Strategy and Management Plans;
7. Valles Caldera National Preserve Annual Report and offerings;
8. Manhattan Project National Historical Park Foundation Document, Interpretive Themes and offerings;
9. Los Alamos County Recreation Programs and Events calendar and facilities inventory;
10. Los Alamos Visitors Guide and other visitor information and promotional material; and
11. New Mexico True Annual Report, Economic Impact of Tourism Annual Report, Visitor Profile, State of Tourism Reports.

Upon completion of review of these documents, as well as any documents recommended by the County Project Manager or the Committee, the Consultant shall furnish County a memorandum that states the facts and reasoning relied upon by the Consultant in determining each documents relevance, or lack thereof, to the development of County's Strategic Tourism Plan. This memorandum shall be furnished to County within ninety (90) days of entering this Agreement unless otherwise agreed to in writing by County.

Consultant shall collect base map data from County to create GIS maps locating geographically relevant information for the purpose of creating a base map to be used as an exhibit for County's Strategic Tourism Plan. Data layers anticipated include roads, parcel ownership and zoning data, jurisdictional boundaries, parks and public spaces, trails, aerial images and facilities. This base map shall be furnished to County within ninety (90) days of entering this Agreement unless otherwise agreed to in writing by County.

Task 1.2 Deliverables.

1. Memorandum; and
2. Base map exhibit.

Task 1.3 Project Management and Reports. Every phase shall involve project management from Consultant's Principal-in-Charge and the Consultant's Project Manager together with County's Project Manager. Consultant shall ensure quality through clear communication and dialogue between County and Consultant. Consultant shall organize conference calls and in-person meetings at least monthly, and more often if requested by County, to discuss project milestones as well as other topics deemed relevant by County. Consultant shall provide monthly progress reports that will record the tasks in-progress and completed tasks.

Task 1.3 Deliverables.

1. Monthly progress report;
2. Project management conference calls and in-person meetings; and
3. Project schedule management and updates.

Task 1.4 Project Website and Content Updates. Consultant shall create a project website that will provide sufficient information to adequately inform the public on the background and reasoning behind County's Strategic Tourism Plan, access by the public to project documents, the dates and times of public meetings where discussion of County's Strategic Tourism Plan is on the agenda, and a method by which the public can submit comments and suggestions on County's Strategic Tourism Plan.

Consultant shall work in coordination with County's Information Management (IM) Division to provide a link to the project website on County's public website. This website will have its own domain name and hosting plan, and will include the following elements:

1. Description of the project background, process and schedule;
2. Email link and comment form to collect feedback;
3. Downloadable presentation files and notes;
4. Links to online surveys;
5. Calendar of public meetings; and
6. Links to social media and other resources as needed.

The Project Website shall be operational within forty-five (45) days of entering this Agreement unless otherwise agreed to in writing by County.

Task 1.4 Deliverables.

1. Timely creation of Project Website;
2. Domain registration of the Project Website;
3. Securing and/or providing website hosting for twelve (12) consecutive months after the Project Website is operational; and
4. Regular content updates throughout the project as needed, or as requested by County.

2. PHASE 2. BASELINE ANALYSES

Task 2.1 Baseline Studies and Evaluation. Consultant shall draft a series of papers that are baseline studies. These papers shall serve as the analytical foundation for the Strategic Plan. These papers shall include the deliverable documents from Task 1.1 and 1.2, but shall also include additional data collected through personal interviews, focus group interviews and review of ESRI/census analytical reports and trends data. The intent of this process is to review existing information quickly, analyze and draw conclusions from this research, and define the current County and regional situation.

These papers shall address three (3) general categories and eight (8) subcategories which are defined, as follows:

- Category 1: Los Alamos Product Analyses
 - Subcategory 1A: Visitor Facilities and Resources
 - Subcategory 1B: Environmental Resources
 - Subcategory 1C: Transportation Resources
- Category 2: Institutional Systems Analyses
 - Subcategory 2A: Financial Resources
 - Subcategory 2B: Management Resources
- Category 3: Market and Economic Analyses
 - Subcategory 3A: Los Alamos Marketplace
 - Subcategory 3B: Competitive Markets
 - Subcategory 3C: Tourism Economics

PRODUCT ANALYSES

Visitor Facilities

Visitor facilities will be characterized and evaluated in terms of conditions, suitability to today's market and comparison with other alternatives. This facility assessment will characterize the area, and address, at a minimum, the following questions:

1. What draws visitors to Los Alamos County?
2. What is the current lodging, retail, entertainment, and restaurant economic impact from tourism in Los Alamos County?
3. What physical resources does Los Alamos County have that are underutilized or unknown?
4. What facilities are needed in Los Alamos County to improve the visitors' experience?
5. What is the status of the built environment and land use patterns and what effect does it have on the visitors' experience?
6. What attractions, programs and services do Los Alamos County residents enjoy?
7. What is the National Park Service's economic impact on Los Alamos County?

Transportation Resources

Transportation and congestion is critical issue in the tourism development effort. Data from many mountain communities indicate that traffic congestion and a poor pedestrian environment are the single greatest visitor complaint. The Transportation Resources analysis shall address, at minimum, the following questions:

1. What is causing congestion and poor traffic image?
2. What are the solutions to peak period impacts from auto use?
3. What is the status of transportation, traffic and parking?
4. What alternatives exist to private cars?
5. How can the region create connections between facilities, destinations, recreation sites and accommodations?
6. Is there a practical answer to congestion that can be phased as part of a comprehensive solution?
7. Can pedestrian areas be reinforced or created to offer a mobility alternative?

Consultant shall put traffic issues in the larger framework of tourism development and determine if further investment or public involvement is merited by an economic development strategy.

Environmental Resources

Consultant acknowledges County's principal asset is the quality and scenic beauty of its environment. This also needs to be discussed in terms of how environmental protection integrates with larger tourism development goals. The Environmental Resources analysis shall, at minimum, address the following:

1. Defining key environmental attributes.
2. Analyzing the state of the physical environment visitors perceive and what can be positively emphasized, such as rock formations, vistas, natural landscape and tourist attractions.
3. Identifying the environmental potential that exists and that is currently underutilized.
4. Identifying the potential for connections and linkages of the existing facilities.
5. Determining if there are sufficient facilities, programs and activities and a configuration needed for a destination experience.
6. Reviewing the regulatory process with an eye toward defining limits and opportunities.

Institutional Analyses. Baseline investigations will evaluate what role the existing institutions should play in directing a Tourism Strategic Plan; whether new institutions or collaborations are needed, and whether financial support is adequate.

Financial Opportunities. The Financial Opportunities analysis shall address, at minimum, the following:

1. An analysis of how money from tourism is spent and how a benefit is derived.
2. An analysis of tourism revenue trends and what revenues can be expected in the future.
3. A determination as to what other financial sources are available and might support tourism development.
4. A determination as to the level of expenditure destination visitors, day users, and second home owners contribute to the economy.

Management Resources. The Management Resources analysis shall address, at minimum, the following:

1. Identify what entities are currently providing services in the Los Alamos region.
2. Research how other tourism communities are operating.
3. Determine ideal institutional roles in tourism development.

Management and Economic Analyses. The baseline market and economic analysis shall focus on an assessment of the current County market and recent market trends, as well as the positioning of competitive destinations. The Management and Economic analysis shall address, at minimum, the following:

1. What are the characteristics/demographics of visitor to Los Alamos County?
2. How much do visitors spend to Los Alamos County spend in Los Alamos County?
3. How long do visitors to Los Alamos County stay in Los Alamos County?
4. What motivates visitors to come to Los Alamos?
5. What do visitors like about visiting Los Alamos County?
6. What do visitors not like about visiting Los Alamos County?

Task 2.1 Deliverables.

A baseline analysis report, acceptable to County in both substance and form, which shall include, at a minimum, an analysis of each category and subcategory identified above.

Task 2.2 Metrics and Key Indicators Development. Consultant shall identify possible indicators and means of metric measurement to track tourism trends and community impact over time. Prioritization and refinement of this list indicators will occur with stakeholder engagement throughout the planning process.

Task 2.2 Deliverables.

1. A memorandum which shall include both the identification of the appropriate methodology for selecting criteria to meaningfully measure both trends in tourism in Los Alamos County as well as the impact of tourism in Los Alamos County on Los Alamos County, and the particular metrics derived from the aforementioned methodology that should be used by County to measure both trends in tourism in Los Alamos County as well as the impact of tourism in Los Alamos County on Los Alamos County.
2. A worksheet that summarizes criteria indicative of the kind of metric that provides meaningful measurement of tourism trends in Los Alamos County, as well as the impact of tourism in Los Alamos County, and the particular metrics derived from the aforementioned methodology that should be used by County to measure both trends in tourism, as well as the impact of tourism on Los Alamos County.

Task 2.3 Committee Meeting # 2. Consultant shall facilitate a meeting where the Committee will be asked to review the draft baseline analysis report, provide additional information as needed, and further define what other information should be incorporated into the Strategic Plan. Consultant shall seek input from the Committee in identifying focus group attendees to discuss of the strengths, weaknesses, opportunities and threats (“SWOT”) to tourism development in Los Alamos County.

Task 2.3 Deliverable. Facilitated Committee meeting, prepare meeting agenda, and prepare and furnish notes from the meeting to County.

3. PHASE 3. SITUATIONAL ASSESSMENT

Task 3.1 Focus Group Meetings and Committee Meeting # 3. Consultant shall conduct a series of focus group meetings to gather input from a select group of stakeholders and to encourage in-depth discussion of topics explored in the baseline analysis. At a minimum, Consultant shall conduct at least three focus group meetings. Topics shall include:

1. Local retail business tourism opportunities and challenges;
2. Supporting and enhancing National Park experiences;
3. Events and recreational attractions, marketing, and draw;
4. Lodging, hospitality, meeting space and guest services; and
5. Visitor infrastructure and economic development.

Task 3.1 Deliverables.

1. Focus group discussion topic list and list of potential invitees;
2. Focus Group meeting invitation template;
3. Facilitated meetings and summary notes; and
4. Committee Meeting #3.

Task 3.2 Situational Analysis and Alternatives Development. Consultant shall take key conclusions from each of the working papers and set forth the framework for a strategic plan and create a situational analysis, which basically says “here’s what we are”, “here are our challenges”, “here are our opportunities”, and here are the alternative directions”. Consultant shall analyze alternative futures and alternative structures for influencing those futures. Consultant shall place particular emphasis on communicating results of the analysis including the first of a number of public meetings.

Based on the conclusions of the analyses and the focus group and Committee responses, Consultant shall develop options to describe potential futures for tourism in Los Alamos County. These will be structured within the context of practical and realistic conditions. The investment choices available will be projected and their potential outcomes assessed.

Task 3.2 Deliverables.

1. Situational Analysis Report; and
2. Narrative and graphic depiction of up to four (4) conceptual alternative futures.

Task 3.3 Public Visioning and Alternatives Forum. Consultant shall host public forums to engage the broader community in confirming guiding principles, an overall vision for tourism, and evaluate alternative futures. Consultant shall provide fact sheet summaries from the Baseline and Situational Analysis findings on the project website and at the public forums to provide background information to the public. Consultant shall conduct small group discussions to contribute ideas in refinement of the Strategic Tourism Plan.

Task 3.3 Deliverables.

1. Public forum facilitation hosted two (2) times in one (1) day;
2. Public meeting planning worksheet;
3. Meeting presentation and exhibit boards;
4. Fact sheet handout document;
5. Keypad polling questions and findings report; and
6. Meeting findings summary report.

Task 3.4 Virtual Public Meetings and Committee Meeting #4. A virtual meeting will be included on the project website for people to participate in the visioning and alternatives forum at their convenience. A duplicative questionnaire will be provided online for participants to provide input similar to the public meeting.

Following the conclusion of the public input, Consultant and Committee shall meet to determine a preferred alternative giving due consideration the public input received. These evaluations will lead to the Committee selecting the strategic option that offers the best use of available investment capital. The selection of a direction will result in a refinement of that option in Phase 4 of the Tourism Strategic Plan development process.

Task 3.4 Deliverables:

1. Virtual meeting findings summary report; and
2. Committee Meeting #4.

4. PHASE 4 STRATEGIC PLAN DOCUMENTATION

Task 4.1 Plan Elements and Initial Recommendations. The purpose of this task is to provide recommendations for investing in the enhancement of Los Alamos County’s tourism economy. Criteria for prioritization will be reviewed with the Committee for refinement.

Consultant will develop information for the following prioritization criteria:

1. Investment choices will be projected and their potential outcomes assessed;
2. Lodging/hotel long-range capital improvement needs;
3. Facilities and infrastructure improvement needs;
4. Economic impact analysis (ROI estimates) for top priority recommendations; and
5. For marketing, funding, and delivery of visitor services purposes, identify partnerships needs among industry members, the private sector, local institutions and neighboring municipalities.

Task 4.1 Deliverables.

1. Prioritization criteria matrix that describes what criteria will be used to prioritize recommendations;
2. Goal statements informed by Committee input;
3. Initial recommendations and key initiatives report;
4. Short-term and long-term priorities list, refined with Committee and public input; and
5. ROI estimate for top priority recommendations.

Task 4.2 Public Prioritization Meeting and Committee Meeting #5. The purpose of this meeting is to present initial plan recommendations including refinement of the preferred vision for the future, along with identification of public priorities (immediate, medium term, and long term needs). Public prioritization exercise findings will be shared with the Committee for their consideration.

Task 4.2 Deliverables.

1. Prioritization exercise creation to be used to at the public forum to prioritize recommendations;
2. Public meeting presentation; and
3. Committee meeting summary notes.
4. Committee Meeting #5 facilitation

Task 4.3 Draft Strategic Plan. Consultant shall produce a detailed document outline for review and input from the County Project Manager, other County staff and the Committee. This outline will include organizing concepts and a listing of anticipated topics.

A draft document with graphic communication materials will be produced containing the following:

1. Summary of background data and context for the plan including the analysis of data that lead to specific conclusions.
2. Policy and methods for the development of tourism in Los Alamos County that is environmentally and economically sustainable for the foreseeable future.
3. A projection of revenues to be derived from the investment approach selected, and the relative returns that are projected as direct and indirect benefits.
4. Specific recommendations for the improvement of the built environment will be provided and will address land use, scenic quality, new facilities, identification of redevelopment opportunities, urban connections and creation of facilities that have destination qualities.
5. Specific recommendations for proactive regulatory and policy reform that is needed to implement the plan will be included.
6. Proposed tourism services will be documented in the Strategic Plan. These will include services for built facilities and natural features, as well as a delivery system for

information needed by travelers and guests. This shall include entertainment, recreation, points of interest, memorable experiences, education and interpretation of Los Alamos County's tourism assets.

Task 4.3 Deliverables.

1. Draft document outline;
2. Writing style guide and sample, with document graphic design boards for approval by County Project Manager;
3. Draft document (60% completed without action plan or appendices) in pdf format that is, in form and substance, acceptable to County; and
4. One (1) revision cycle of the draft document.

Task 4.4 Action Plan and Final Plan Document. The Tourism Strategic Plan will be advanced in this task with the addition of action plan elements including:

1. A list of immediate, medium-term and long-term priorities for investment in tourism. This shall include marketing, program development, new facilities, environmental preservation, operational opportunities, and management structure and infrastructure components (such as transportation improvements and recreational facilities). If there is a role for public/private joint ventures, these will be assessed as part of the plan. Associated recommendations such as seed money or incentives programs to tourism development will be included.
2. Specific recommendations for a planning and implementation management structure that has authority, leadership and competency to follow through to completion. The Strategic Tourism plan will be phased in, and therefore will need to be managed over a long period of time. Roles and responsibilities of entities will be identified.
3. Specific plan recommendations for financing the elements of the plan will be complete.
4. Performance metrics and means of measurement will be provided as a tool that is, in form and substance, acceptable to County for tracking progress toward achieving project goals.

Task 4.4 Deliverables.

1. Second document revision cycle: 90% complete (formatted graphic document); and
2. Final Strategic Plan Document in pdf format that is, in form and substance, acceptable to County.

5. PHASE 5. PLAN COORDINATION AND ADOPTION

Task 5.1 Wayfinding Program and Branding Collaboration. Consultant shall collaborate with County staff, the County's wayfinding consultant and the County's brand implementation consultant, hereinafter sometimes referred to as the Strategy Team. Consultant shall conduct at least three (3) meetings during the term of this Agreement for the purposes of this collaboration, and after each meeting provide a memorandum to County on how the Strategic Tourism plan, the County's Wayfinding Plan, and County's branding efforts shall be integrated.

Task 5.1 Deliverables.

1. Three (3) meetings with the Strategy Team.
2. Three memorandums that detail the substance of each of the in-person meetings. The first two memorandums shall state how the in-person meetings are advancing the integration of the Strategic Tourism Plan with County's wayfinding and branding efforts, and the third and final memorandum shall detail the final findings as to how the Strategic Tourism Plan shall be integrated with County's wayfinding and branding

efforts.

Task 5.2 Council Presentations and Adoption. Consultant shall, when requested by County, provide intermediate progress presentations for County staff to present to Council at key milestones in the project development. This will allow for course correction to be possible before final adoption hearings. In addition, Consultant's Principal in Charge shall provide, at minimum, two (2) presentations to Council at regularly scheduled meetings as part of the adoption process.

Task 5.2 Deliverables.

1. At least three (3) project process update presentation/report update documents;
2. At least two (2) presentations to Council by Principal in Charge; and
3. Facilitate Committee Meetings #6 & #7.

6. TIMELINE

Committee meetings shall occur on a date and time certain as determined by County in each month identified in the below chart as a month in which a Committee meeting is identified to occur. County shall furnish the Consultant notice of any scheduled Committee meeting at least ten (10) days prior to the meeting. The Deliverable Completion Dates identified in the below chart shall be due by the fifteenth (15th) day of the month identified as the month of completion in the chart below for each deliverable. Public Forum Events identified in the chart below shall occur on a date and time certain as determined by County in each month identified in the chart below as a month in which a Public Forum Event is identified to occur. County shall furnish the Consultant notice of any scheduled Public Forum Event at least ten (10) days prior to the meeting. Council/County Leadership Presentations identified in the chart below shall occur on a date and time certain as determined by County in each month identified in the chart below as a month in which a Council/County Leadership Presentation is identified to occur. County shall furnish the Consultant notice of any scheduled Council/County Leadership Presentation at least ten (10) days prior to the meeting. Strategy Team meetings identified in the chart below shall occur on a date and time certain as determined by County in each month identified in the chart below as a month in which a Strategy Team meeting is identified to occur. County shall furnish the Consultant notice of any scheduled Strategy Team meeting at least ten (10) days prior to the meeting. This timeline can only be modified by the written consent of County.

TIMELINE: LOS ALAMOS COUNTY TOURISM STRATEGIC PLAN

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017									
PHASE 1: ORIENTATION AND COMMUNICATION									
1.1 Project Setup and Organization		▲ X							
1.2 Baseline Data and Mapping Collection			X						
1.3 Project Management and Reports		X	X	X	X	X	X	X	X
1.4 Project Website and Content Updates			X		X		X		X
PHASE 2: BASELINE ANALYSES									
2.1 Baseline Studies and Evaluation					X				
2.2 Metrics and Key Indicators				X			X		
2.3 Committee Meeting #2			▲						
PHASE 3: SITUATIONAL ASSESSMENT									
3.1 Focus Group Meetings & Committee #3			●	▲					
3.2 Situational Analysis and Alternatives						X			
3.3 Public Visioning & Alternatives Forums						●			
3.4 Virtual Public Meeting & Committee #4						●▲			
PHASE 4: STRATEGIC PLAN DOCUMENTATION									
4.1 Plan Elements & Recommendations							X		
4.2 Public Prioritization Meeting & Committee Meeting #5							●▲		
4.3 Draft Strategic Plan								X	
4.4 Action Plan and Final Plan Document								▲	X
PHASE 5: PLAN COORDINATION & ADOPTION									
5.1 Wayfinding Program and Branding Collaboration		◇		◇	◇		◇	◇	
5.2 Council Presentations and Adoption		X		X		X		■	▲■

Milestones and Completion Dates

- ▲ = Committee Meeting
- = Council/County Leadership Presentation
- = Public Forum Event
- X = Deliverable Completion Dates
- ◇ = Strategy Team Meeting

Note: Accelerating the schedule can be discussed at the SKO worksession, if desired.

SECTION B. TERM: The term of this Agreement shall commence April 18, 2017 and shall continue through June 30, 2018, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$178,870.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"), but does include reimbursable expenses. In regard to reimbursable travel expenses, Consultant shall be reimbursed an amount not to exceed the amount a County Employee would be reimbursed if travelling out-of-state under the County Travel Policy as approved by the County Council on July 26, 2016, Index No. 910, which is adopted here as if fully stated here... Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A", attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Consultant shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31 in effect at the time any such dispute arises.

SECTION D. TAXES: Consultant shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONSULTANT, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Consultant as an independent contractor. Consultant is not an agent or employee of County and will not be considered an employee of County for any purpose. Consultant, its agents or employees shall make no representation that they are County 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 County's name or logo. Neither Consultant nor any employee of Consultant shall be entitled to any benefits or compensation other than the compensation specified herein. Consultant shall have no authority to bind County to any agreement, contract, duty or obligation. Consultant shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Consultant 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 County; provided, however, that Consultant shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Consultant 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. Consultant shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

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, whether in written or electronic form, shall

remain the exclusive property of and shall inure to the benefit of County as works for hire; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant 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 County. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

SECTION I. INSURANCE: Consultant 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 County. Consultant shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Consultant has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Consultant fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Consultant and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- 4. Professional Liability Insurance:** Insurance with the following minimum coverage: one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Consultant 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. Consultant shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Consultant 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 this Agreement. In any lawsuit or

legal dispute arising from the operation of this Agreement, Consultant 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, Consultant shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Consultant under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Consultant shall indemnify, hold harmless and defend County, its Council 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 Consultant's performance hereunder or breach hereof and the performance of Consultant's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Consultant 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: Consultant may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

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

SECTION Q. PROHIBITED INTERESTS: Consultant 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. Consultant further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Consultant. Upon such termination, Consultant shall be paid for Services actually completed to the satisfaction of County at the rate set out in Exhibit "A" attached hereto. Consultant shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Consultant at least ninety

Exhibit "A"
Compensation Rate Schedule
AGR17-31

PHASE I: ORIENTATION AND COMMUNICATION		\$29,440
1.1	Project Setup and Organization	\$6,100
1.2	Baseline Data and Mapping Collection	\$4,700
1.3	Project Management and Reports	\$6,900
1.4	Project Website and Content Updates	\$11,740
PHASE II: BASELINE ANALYSES		\$30,510
2.1	Baseline Studies and Evaluation	\$17,050
2.2	Metrics and Key Indicators Development	\$8,100
2.3	Committee Meeting #2	\$5,360
PHASE III: SITUATIONAL ASSESSMENT		\$37,400
3.1	Focus Group Meetings & Committee Meeting #3	\$6,860
3.2	Situational Analysis and Alternatives Development	\$14,760
3.3	Public Visioning and Alternatives Forums	\$11,680
3.4	Virtual Public Meeting & Committee Meeting #4	\$4,100
PHASE IV: STRATEGIC PLAN DOCUMENTATION		\$56,220
4.1	Plan Elements and Initial Recommendations	\$17,600
4.2	Public Prioritization Meeting & Committee Meeting #5	\$8,620
4.3	Draft Strategic Plan	\$17,700
4.4	Action Plan and Final Plan Document	\$12,300
PHASE V: PLAN COORDINATION AND ADOPTION		\$14,100
5.1	Wayfinding Program and Branding Collaboration	\$5,780
5.2	Council Presentations and Adoption	\$8,320
TOTAL LABOR COST:		\$167,670
ESTIMATED REIMBURSABLE EXPENSES		
Travel Expenses		\$7,200
Internal Printing		\$1,500
Printed Meeting Materials: Boards, Maps + Handouts		\$2,500
TOTAL SUMMARY OF COSTS:		\$178,870