



AGR15-4159

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 **Atlas Advertising, LLC**, a Colorado limited liability company ("Contractor"), to be effective for all purposes October 13, 2014.

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. 2015-1964 (the "RFP") on July 13, 2014, requesting proposals for Brand Logo Design, Implementation Plan and Execution services for Los Alamos County, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 5, 2014 ("Contractor's Response");

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

WHEREAS, the County Council approved this Agreement at a public meeting held on October 10, 2014;

WHEREAS, Contractor 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 Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor Services.

a. Brand Logo Design Services

(1) Design/Production Process Plan

- (a) Contractor shall work with Los Alamos to finalize objectives, goals, and design process with regard to logo development.
- (b) Atlas to travel to Los Alamos for facilitated sessions with the community and staff. Atlas to deploy online surveys.

- (2) Design Guide** -Contractor shall create a comprehensive Design Guide based on Los Alamos brand initiative(s) conducted, including the Council-approved Brandprint™ Report, Brand Platform, Written Concept and strapline, as well as input received from facilitated sessions and online surveys.

(3) Logo Options

- (a) Contractor shall create three Brand Logo Options based on the elements presented in the Design Guide [see (2) above].
- (b) The three (3) initial Brand Logo concepts will be subject to up to two (2) rounds of revisions.
- (c) Contractor shall refine concepts based on client input.

(4) Final Logo

- (a) Contractor shall finalize the Los Alamos logo and incorporate comments from the County Council.
- (b) Contractor shall deliver files for various usage needs, including:
 - i. High resolution (print ready);
 - ii. Top and left orientation;
 - iii. Reversed; and
 - iv. Black and White.

(5) Graphic Standards Sheet - Contractor shall develop a Graphics Standards Sheet for use with all brand materials.

(6) Client Coordination Meetings

- (a) Contractor shall consult and/or meet with Contract Manager, County staff, and Brand Review Committee as needed.
- (b) Contractor shall prepare invoices for services rendered the previous month.

(7) Presentation to Council

- (a) Atlas to travel to Los Alamos for in-person presentations of the creative work; Atlas to substantiate creative work with quantitative and qualitative research.
- (b) Contractor shall respond to County Council and the general public any questions that may come from their public presentations(s).

b. Brand Implementation Plan

(1) Process Plan

- (a) Contractor shall work with Los Alamos County to finalize objectives, goals, and design process.
- (b) Contractor shall include a plan for ROI measurement.

(2) Brand Criteria Report

- (a) Contractor team shall review all of the County's branding initiatives, identify key influencers and elements for a seamless brand rollout, and create a Brand Criteria Report that includes:
 - i. Research – Comprehensive review of all brand initiatives;
 - ii. Community Response – Utilizing Brandprint Report, identify effective methods for brand rollout; and
 - iii. Target Audiences – Consult with other organizations on optimal brand implementation and integration with existing campaigns, including, but not limited to: County policy, projects, initiatives, and programs (e.g. construction, recreation); physical/environmental enhancements; public sector employer; private sector; non-profits; civic organizations; education/schools; sports; community events; arts & culture; tourism; economic development; awards programs; sustainability; and health.
- (b) Contractor shall develop preliminary brand implementation plan (Brand Criteria Report) based on Brandprint Report and previously created Brand Logo Options.

- (3) Draft Brand Implementation Plan (Phase 1)** - Contractor shall develop the strategic and creative approach, provide sample applications for the three logos developed during the Brand Design process, and deliver in a preliminary report.
 - (4) Draft Brand Implementation Plan (Phase 2)**
 - (a)** Contractor shall expand upon the report created in phase 1, incorporate County comments, and customize around the selected Brand Logo.
 - (b)** Contractor shall provide specific metrics that assess the effectiveness of the branding campaign.
 - (5) Client Coordination Meetings**
 - (a)** Contractor team will participate in one monthly coordination meeting, two group meetings (with Contract Manager, County staff, and/or Brand Review Committee), and two coordination calls or emails per week.
 - (b)** Contractor shall prepare invoices for services rendered the previous month.
 - (6) Presentation to Council** - Contractor shall undergo presentation preparation (for up to four public presentations) and respond to questions as needed.
- c. Brand Execution Services: Contingent upon Council's approval of Brand Logo Design, and Brand Implementation Services on or before April 1, 2015, Contractor may proceed with the following Brand Execution Services:**
- (1) Creative Execution Plan** - Contractor shall construct a Creative Execution Plan to define expectations for creative design and production of brand rollout elements.
 - (2) Graphics Standards Manual** - Based on the Graphic Standards Sheet, Contractor shall develop a Graphics Standards Manual to define use of all brand materials.
 - (3) Production Management Guide** - Contractor team shall create a Production Management Guide that includes contact information, schedules, and more for use by the County.
 - (4) Brand Application/Deliverables** - Contractor shall make necessary revisions to Brand Logo and place in designated media, which may include:
 - (a)** Signage (temporary)
 - (b)** Signage (permanent)
 - (c)** Print Media
 - (d)** Printed Materials
 - (e)** Audio
 - (f)** Video
 - (g)** Public Relations Materials
 - (h)** Stationery
 - (i)** Facilities Branding
 - (j)** Vehicle Branding
 - (k)** Uniforms Branding
 - (l)** Other (as designated by Brand Implementation Plan)
 - (5) Client Coordination Meetings**
 - (a)** The Contractor team shall participate in one orientation meeting, one monthly coordination meeting, and two meetings with Contract Manager, County staff, and/or Brand Review Committee for FY 2015.

- (b) The Contractor team shall participate in one monthly coordination meeting, two meetings with Contract Manager, County staff, and/or Brand Review Committee for FY 2016-2019, and two coordination calls or emails per week.
 - (c) Contractor shall prepare invoices for services rendered the previous month, including information related to services, costs, deliverables, and schedule status.
- (6) **Presentation to Council** - Contractor shall undergo presentation preparation (for up to four public presentations) and respond to questions as needed.

SECTION B. TERM: The term of this Agreement shall commence on October 13, 2014 and shall continue through October 12, 2015 unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to four (4) additional one-year terms for those services described in Section A.1.c. (Brand Execution) unless sooner terminated, as provided herein, under the same terms and conditions.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall, during the initial term of this Agreement and any extensions, pay compensation for the performance of the Services in an amount not to exceed TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$223,500.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid as follows:
 - a. For services described in Section A.1.a. (Brand Logo Design) County shall pay compensation in an amount not to exceed TWENTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$22,250.00) in accordance with the Cost Schedule set out in Exhibit "A," page 1, attached hereto and made a part hereof for all purposes, which amount does not include applicable gross receipts taxes ("NMGR"), plus an additional amount not to exceed TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) for on-call brand logo design services as described, and at the hourly rates set out in Exhibit "B" attached hereto and made a part hereof for all purposes. There shall be no reimbursable expenses associated with Brand Logo Design services.
 - b. For services described in Section A.1.b. (Brand Implementation), County shall pay compensation in an amount not to exceed TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00) in accordance with the Cost Schedule set out in Exhibit "A," page 1, attached hereto and made a part hereof for all purposes, which amount does not include NMGR. There shall be no reimbursable expenses associated with Brand Implementation services.
 - c. For services described in Section A.1.c. (Brand Execution), **if approved and authorized by Council on or before April 1, 2015**, County shall pay compensation in an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) in accordance with the Cost Schedule set out in Exhibit "A," page 2, attached hereto and made a part hereof for all purposes, which amount does not include NMGR. There shall be no reimbursable expenses associated with Brand Execution services.
2. **Monthly Invoices.** Contractor shall submit itemized monthly 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.

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 County and will not be considered an employee of County for any purpose. Contractor, 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 the County'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 County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of binding County 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 County; provided, however, that 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.

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 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; 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 County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

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 County 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 reasonably acceptable to County. Contractor 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 Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide Certificates of Insurance indicating 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 County as an additional

insured and provide that County will be notified no less than thirty (30) days in advance of cancellation.

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. County 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. **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.
4. **Automobile Liability Insurance for Contractor and its Employees:** An amount at least equal to the minimum required by New Mexico law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement or the minimum required by law in the state of vehicle registration, whichever is greater.

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 County, all records, books of account, memoranda, and other documents pertaining to County 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 this 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, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor 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 Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County 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 County.

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. 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 Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County 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 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 the County Council. County 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 upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager
Incorporated County of Los Alamos
Community & Economic Development
1000 Central Avenue, Suite 150
Los Alamos, New Mexico 87544

Contractor:

Guillermo Mazier
Atlas Advertising, LLC
920 Broadway
Denver, Colorado 80203

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 County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein

by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

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

INCORPORATED COUNTY OF LOS ALAMOS

SHARON STOVER
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY ADMINISTRATOR

Approved as to form:

REBECCA W. EHLER
COUNTY ATTORNEY

ATLAS ADVERTISING, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
DATE

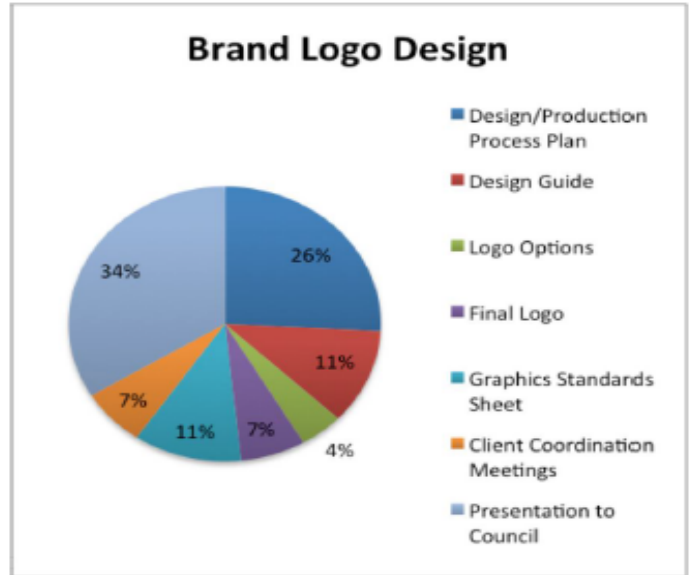
Exhibit "A"
 AGR15-4159
 Compensation Rate Schedule



5. Cost Proposal

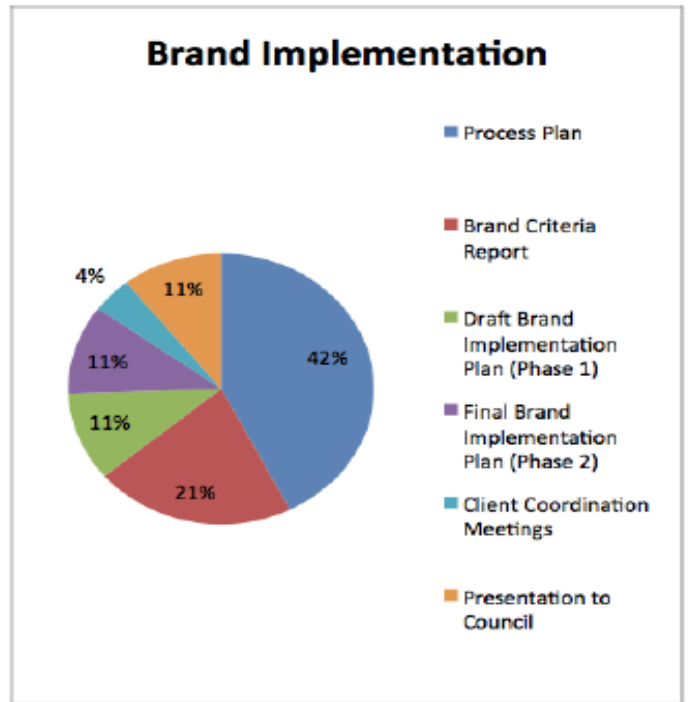
Brand Logo Design Cost Schedule

<i>Brand Logo Design Deliverables</i>	<i>FY15 (up to 7 months) 10-13-14 to 5-15-15 Costs/Item</i>
Design/Production Process Plan	\$5,750
Design Guide	\$2,500
Logo Options	\$1,000
Final Logo	\$1,500
Graphics Standards Sheet	\$2,500
Client Coordination Meetings	\$1,500
Presentation to Council	\$7,500
Total	\$22,250



Brand Implementation Cost Schedule

<i>Brand Implementation Deliverables</i>	<i>FY15 (up to 7 months) 11-24-14 to 6-30-15 Costs/Item</i>
Process Plan	\$10,000
Brand Criteria Report	\$5,000
Draft Brand Implementation Plan (Phase 1)	\$2,500
Draft Brand Implementation Plan (Phase 2)	\$2,500
Client Coordination Meetings	\$1,000
Presentation to Council	\$2,500
Total	\$23,500





Brand Execution Cost Schedule

<i>Brand Execution Deliverables</i>	<i>FY15 (3-6 months) 5-15-15 – 6/30/2015 Costs/Item</i>	<i>FY16 (12 months) 7-1-15 – 6/30/2016 Cost/Item</i>	<i>FY17 (12 months) 7-1-16 – 6/30/2017 Cost/Item</i>	<i>FY18 (12 months) 7-1-17 – 6/30/2018 Cost/Item</i>	<i>FY19 (12 months) 7-1-18 – 6/30/2019 Cost/Item</i>
Creative Execution Plan	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Graphics Standards Manual	\$0	\$0	\$0	\$0	\$0
Production Management Guide	\$0	\$0	\$0	\$0	\$0
Signage-Temporary	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Signage-Permanent	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Print Media	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Printed Materials	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Audio	\$0	\$0	\$0	\$0	\$0
Video	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Public Relations Materials	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Stationary	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Facilities Branding	\$500	\$500	\$500	\$500	\$500
Vehicle Branding	\$500	\$500	\$500	\$500	\$500
Uniforms Branding	\$500	\$500	\$500	\$500	\$500
Other (as designated by Brand Implementation Plan)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Client Coordination Meetings	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Presentation to Council	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
State any additional prices and services that you may offer:					
Total	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000

Total Overall: \$175,000

EXHIBIT "B"
AGR15-4159

ON CALL SERVICE RATES



On Call Services - Hourly Rates

Agency Services – Brand Logo Design	Cost – Hourly Rates
Graphic Design	\$175
Strategic Planning	\$175
Client Coordination Meetings	\$105
Consultation (via phone- email)	\$225
Presentations	\$225
Administration	\$105
Total:	