



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Dekker/Perich/Sabatini, Ltd.**, a New Mexico corporation ("Contractor"), to be effective for all purposes May 27, 2020.

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. 20-50 ("RFP") on February 13, 2020, requesting proposals for Downtown Master Plans and Development Code Update Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated March 5, 2020 ("Contractor's Response"); and

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

WHEREAS, the County Council approved this Agreement at a public meeting held on May 26, 2020; and

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.

The purpose of this Agreement is for the Contractor, assisted by County Community Development Department ("CDD") project staff ("Project Staff"), to develop downtown master plans ("Master Plan") for the Los Alamos Townsite and for the White Rock community and to provide recommended updates, in consultation with County staff, for Chapter 16 of the Los Alamos County Code of Ordinances ("Development Code") as outlined in the County's Request for Proposals RFP20-50, hereafter "RFP" included herein by reference, and Contractor's response and proposal to the RFP dated March 5, 2020, included herein by reference. The work (hereafter "Project") shall occur in separate phases which may occur simultaneously as will be agreed to in a final Project Schedule as set out below.

The first phase of the Project ("Phase 1") shall be development of the Townsite and White Rock Master Plans. The Master Plans shall, among other requirements below, provide a vision for accommodating and planning for the economic and population growth projected for the County in the two downtown areas. The Master Plans shall help the County implement the vision of the two plans and address the unique planning challenges of the community, such as a lack of developable land, when considering our unique geographical and topographical conditions.

The Master Plans shall also include, discuss, and provide solutions for: 1) conducting public and key stakeholder outreach to better inform and guide the Master Plans; 2) discuss and provide, in consultation with the Project Staff the best approach for parking, land use density, form and layout of land use, mobility and connectivity in such uses, alternatives for building heights, and maximizing the public transit system; 3) methods to include and incorporate sustainable/green building elements; 4) alignment of the Master Plans with the County's Comprehensive Plan, Council Goals, Economic Vitality Plan, metropolitan redevelopment area ("MRA"), and MainStreet Revitalization Plans, Tourism Plan, and the Los Alamos National Historic Park; and 5) publish and present, after County approval, the final Master Plans to the county's Planning and Zoning Commission and County Council at public hearings.

The Contractor, in the second phase of the work, shall include a recommended update to the County's Development Code. Contractor shall review, research, provide public and stakeholder meetings, and finally provide an updated Chapter 16 of the County Code which shall include considerations raised in Phase 1 of the Project.

The work shall be performed according to the following:

1. Kick-Off Meeting.

- a. The Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a virtual meeting with the County's designated Project Staff. As part of the Project kick-off meeting, the parties shall:
 1. Introduce and assign Contractor and County team members and Project Leads.
 2. Establish the mutually agreed on project schedule including deliverable due dates, and communication protocols ("Project Schedule"). Contractor shall provide a written memorandum to the County's Project Staff within 5 business days from the date of the kick-off meeting outlining the final Project Schedule.
 3. The Project Schedule may be modified by mutual written agreement of the parties.
 4. Discuss the work scopes, planning assumptions, and project progression to meet County identified lead times and meetings.
 5. Identify the data transfer methods for background documents, GIS Shapefiles, and other information needed by Contractor in performance of this Agreement.
 6. Establish dates, times, and method for Contractor to conduct site-tours with Project Staff. The parties shall mutually discuss opportunities and constraints related to various areas of the County.
- b. The parties may mutually establish a combined or separate Project Schedules for Phase 1 and Phase 2.
- c. County staff may be limited in project support and staff assistance in outreach events and providing background information and feedback.
- d. Consultant shall coordinate with the County Attorney's Office prior to release of draft documents or stating legal parameters of the Master Plans or Development Code amendments.

2. Phase 1 Master Plan Development Steps.

- a. Consultant shall follow the following steps for Phase 1 in development of the two Master Plans. These include: 1) Review of existing Regulatory and Land Use Conditions; 2) Public Outreach, Visioning, and Drafting; 3) Presentation and Comments on Draft Plans; and 4) Final Master Plan Adoption.

- b. The Consultant shall utilize the following key Master Plan elements in performance of the work contemplated under this Agreement. The two Master Plans shall include, but not be limited to, the following key sections and information:
 1. Background and Purpose
 2. Key Demographic Considerations
 3. Existing Conditions and Data Analysis (appendix).
 4. Project Vision, Goals, Objectives, and Assumptions (identified constraints, needs, goals, etc.).
 5. Concept Development illustrating the process of how the final master plan was created (appendix).
 6. Preferred master plans for the Townsite and White Rock, out of three alternative concepts each, shall include:
 - (a) Conceptual programming (bubble diagrams).
 - (b) A regulating plan with transects.
 - (c) Density, layout, and form.
 - (d) Land Use including housing, commercial, office, civic, outdoor, and other standard uses.
 - (e) Infill and redevelopment opportunities.
 - (f) Mobility and Transportation Network such as complete streets, street typography, TOD, parking, connectivity throughout downtown and to adjacent neighborhoods: sidewalks, transit, and trails.
 - (g) Recreation components/amenities and public spaces
 - (h) Illustrative, elevation, photo-simulations, and perspective illustrations etc.
 - (i) Green Infrastructure and Design opportunities including sustainability and green building opportunities.
 - (j) Infrastructure including recommended infrastructure that could be linked to the Capital Investment Plan.
 - (k) Cultural Resources including historic resources and the Los Alamos National Historic Park.
 7. Consultant shall provide design recommendations including specific design recommendations that are necessary to achieve Project success such as site layout, form, streetscapes, façade design, landscaping, trail connections, and mobility elements.
 8. Consultant shall provide an Implementation Plan that shall include specific actions that need to be carried out to realize the Master Plan and which shall include specific action items, an action description, and time frame. Consultant shall also consider and include additional information such as area of responsibility, resources, and cost as part of the implementation plan.

3. Review of existing Regulatory and Land Use Conditions.

As part of this portion of Phase 1, and pursuant to the Project Schedule, Contractor shall, pursuant to the Project Schedule, conduct all necessary background research, review of existing and or proposed land use conditions, and other County, state, or federal policies to establish a framework for this phase. Here, Contractor shall:

- a. Review existing documents, ordinances, codes, and policies related to the Development Code (to be updated in Phase II), the Downtown Master Plan 2000, the Comprehensive Plan, the 2019 Housing Needs Study, and the County's strategic plans including the Economic Vitality Strategic Plan 2019.
- b. Research needs of the downtown areas and County in light of physical, regulatory and market conditions;

- c. Research neighboring and similar community's Downtown Plans and land development codes;
 - d. Research physical, regulatory, and market condition assessments;
 - e. Conduct an analysis of plans and strategies that provide the best outcome for the County's Master Plan, which includes precedent research and national best practices;
 - f. Generate existing conditions report with supplemental exhibits; and
 - g. Conduct at least two (2) virtual meetings with Project Staff to discuss each downtown area.
4. Consultant shall, pursuant to the Project Schedule, conduct an analysis of existing maps of all areas in the County, excluding downtowns for future development and/or potential infill. Consultant shall utilize feedback from County staff along with constraints mapping in its final analysis. Existing conditions analysis and mapping shall, at minimum, include:
- a. Key demographic considerations, including but not limited to a summary of existing demographic information such as population, employment, housing, and projections and:
 - 1. Existing Land Use(s);
 - 2. Existing Zoning;
 - 3. Mobility and Transportation Network;
 - 4. Infrastructure such as Parking and Utilities;
 - 5. Environmental Conditions/Constraints.
 - 1) Story Map. Contractor shall, pursuant to the Project Schedule, create an interactive, web-based Story Map, using ArcGIS web app or similar, that shall include crowdsourced volunteer information from the community of their downtown area. Images, stories, anecdotes pertaining to downtown will be collected to inform the vision and master plan. The information gathered from the Story map will be considered during and after the Visioning/Brainstorming session.
 - 2) Downtown Site Visits. Contractor shall coordinate and conduct site visits and analysis as needed with key Project Staff and stakeholders. Determine and provide the best approach to the topics of parking, density, form/layout, mobility/connectivity, building height, and maximizing the public transit system. Incorporate sustainable/green building elements as feasible and implementable. Contractor shall prepare an existing conditions analysis report with mapping to include, at minimum:
 - a) The study area overview;
 - b) Key demographic considerations including summary of existing demographic information such as population, employment, housing, and projections;
 - c) Existing land use(s);
 - d) Current Zoning areas;
 - e) Environmental conditions and constraints
 - f) Mobility and transportation network, including trail systems; and
 - g) Public and Private infrastructure.
 - 3) The existing conditions report should align the Downtown Master Plan with the Comprehensive Plan, Council Goals, Economic Vitality Plan, MRA and MainStreet Revitalization Plans, Tourism Plan, and the development of the Los Alamos National Historic Park.
 - 4) The existing conditions draft report shall be shared with Project Staff for additional comments and recommendations. The final report shall be presented to the lead Project Staff member and shall be uploaded to the Project's Website, as provided for below.
5. **Public Outreach, Visioning, and Master Plan Drafting.**
As part of this phase of the Project, Contractor shall perform the following:
- 1. Work Session with Council. Contractor, pursuant to the Project Schedule, shall conduct either one physical or virtual work session with the County Council, Project Staff, and other key stakeholders to present findings from existing condition tasks, receive input, and

present and confirm the Phase 1 public outreach plan. At the conclusion of the Work Session, Consultant will, within 10 business days, provide a memorandum to the Project Staff lead outlining the issues raised, discussed, action items, and conclusions from the meeting.

2. Visioning Workshop. Consultant shall, pursuant to the Project Schedule, host two (2) virtual visioning sessions with a limited number of participating from the Townsite and White Rock communities but shall be open to key stakeholder and general public. The visioning session will be interactive to replicate some of the in-person exercise to obtain the public's input for the overall guiding vision of the Master Plans. Consultant shall act as facilitator and help guide the participants through various exercises to create the thematic principles for the Plan: Vision, Goals, and Objectives. Consultant shall conduct one (1) survey prior to the virtual session to solicit input on goals and vision to inform the virtual visioning session. Consultant shall then conduct one (1) survey after the virtual visioning session to solicit input on the outcomes of the meeting and prioritize the Project phase's goals, actions, and development strategies. At the conclusion of the Visioning Workshop, Consultant will, within 10 business days, provide a memorandum to the Project Staff lead outlining the issues raised, discussed, action items, and conclusions from the meeting. Consultant will publish the final documents and results on the Project's Website as provided below.
 3. Charrette and Master Plan Design Workshops. Consultant shall, pursuant to the Project Schedule, host two (2) virtual workshops for limited number of participants for Los Alamos Townsite and White Rock which shall open to key stakeholders and the public. The virtual workshops will be interactive to replicate in-person exercises. The charrette and Design Workshops shall be to guide participants through a series of exercises to create concept alternatives for each Master Plan focusing on land use, mobility, economic development, infrastructure, and related issues and concerns. The charrette shall utilize the Vision, Goals, and Objectives created in the prior workshop to guide the development of the Consultant's three alternatives. In addition, Consultant shall develop and place, in consultation with Project Staff, two (2) pop-up kiosk; one in the Los Alamos Townsite and the second in the White Rock community. Consultant shall perform one (1) survey prior to the virtual workshop to solicit input on the downtown frameworks to inform the virtual workshop and shall conduct a second survey after the workshop to solicit input on workshop outcomes and vote on the preferred concept. At the conclusion of the Design Workshop, Consultant will, within 10 business days, provide a memorandum to the Project Staff lead outlining the issues raised, discussed, action items, and conclusions from the meeting.
 4. Social Media Competition. Consultant shall host and conduct one (1) social media competition to help engage the community. The competition shall include a downtown template with scaled units, prepared by Consultant, for the community to use the template to design their own preferred Master Plan framework. Consultant shall post the results and of the social media competition on the project Website. Consultant shall monitor and report on the most liked submission will win.
5. Presentation and Comments on Draft Plans
- a. Public Open House. Consultant shall, pursuant to the Project Schedule, one (1) live webinar with the Project Staff, key stakeholders, and public to present the outcomes of the Charrette and Design Workshop and social media competition before the two plans

move forward to the next step of this phase, the public hearing approval process. The webinar will allow for some interaction with a curated question and answer discussion at the end. The webinar will be recorded and posted by Consultant to the Project's Website. Consultant will, within 10 business days provide a memorandum to the Project lead listing and describing the findings and discussions of the Public Open House.

- b. Council Work Session. Consultant shall, pursuant to the Project Schedule, attend a virtual or in-person County Council Work Session, as may be set by the County Manager and County Council Chair, in which the outcomes of the Open House, Design Workshop/Charrette, and Social Media Competition are presented with corresponding recommended Consultant modifications or changes to the draft Master Plans before it progresses to the public hearing process. Consultant shall provide all identified necessary Project information to the Project Staff lead needed for the Council Work Session. Consultant shall also conduct one (1) live webinar to present the draft master plan after which Consultant shall curate a question and answer session and discussion. The webinar will be recorded and posted to the website. Consultant will post the draft Master Plans to the Website for further public comment and review. Consultant will further prepare and deliver to the Project Staff lead a memorandum outlining the discussions, findings, requests, and proposed actions from the meeting within 10 days.

6. Final Master Plan Adoption

- a. Planning and Zoning Commission Public Hearing. Consultant, prior to the Public Hearing before the Planning and Zoning Commission, as set pursuant to the Project Schedule, shall provide a copy of the final Master Plan documents, tables, and related exhibits to the Project Staff lead. Consultant shall provide the documents in editable format for final review purposes. On approval of the Project Staff lead, Consultant will finalize the two Master Plans and provide one electronic version, and twenty-five (25) printed copies for Project Staff.
- b. Following the Public Hearing and upon the receipt of any Planning and Zoning Commission recommendation, Consultant shall prepare a presentation of the final Master Plans and the final Master Plans with any revisions to Project Staff, pursuant to the Project Schedule, for inclusion in the County Council public hearing record.
- c. County Council Public Hearing. Consultant, prior to the Public Hearing before the County Council, as set pursuant to the Project Schedule, shall provide a copy of the final revised Master Plan documents, tables, and related exhibits to the Project Staff lead. Consultant shall provide the documents in editable format for final review purposes and for publication pursuant to the State's Open Meeting Act requirements. On approval of the Project Staff lead, Consultant will finalize the two Master Plans and provide one electronic version, and twenty-five (25) printed copies for Project Staff. Consultant shall attend either the in-person public hearing or virtual public hearing on the final Master Plans.
- d. Consultant understands and agrees that additional edits, revisions, or public input may be requested by either the Planning and Zoning Commission and/or the County Council. The parties agree that it will work in good faith to amend the Project Schedule and or Compensation, if applicable or as may be authorized, to accommodate the additional request by the governing bodies.

7. Public Outreach and Meetings.

Consultant, in consultation and coordination with the County Project Staff, shall host the above Phase 1 public meetings and events with the participants and for the purposes as provided below:

	Meeting/Event	Participant/Stakeholders	Outcome/Purpose
a.	Kickoff with consultant	Consultant, County staff, Planning & Zoning	Project SOW, goals and process, site visit, data transfer
b.	Work session with Council	Consultant, County staff, County Council	Discuss site assessment and project principles
c.	Create a project website	Consultant, County staff	Share project information/solicit feedback
d.	Visioning/Research/ Brainstorming	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Project vision and planning assumptions
e.	Design Workshop	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Create 3 concept master plan scenarios for each Downtown Plan
f.	Public Open House	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Present refined concepts – seek feedback on preferred
g.	Council Work Session	Council, public, downtown focused stakeholders, and Planning & Zoning Commissioners	Present refined concepts – seek feedback on preferred
h.	Public Hearing Process	1. Planning & Zoning, and 2. Commission and Council	Recommendation and approval

The parties shall mutually work together to locate and reserve physical or virtual Phase 1 meeting locations.

6. Website Development and Publication.

The Contractor shall, after consultation and approval by Project Staff, and in accordance with the Project Schedule, develop and publish a Project website ("Website") for both Phase I and II to distribute information on the process of the project and solicit input. Consultant's website will be supplemented with an online engagement platform as part of the website based on an ArcGIS web app. The website name shall be mutually agreed by the Project teams, however the Project Staff lead, in consultant with other County Department may reject any name and request another.

The platform will be capable of capturing project specific information from community members and stakeholders. The website shall be updated by Consultant throughout the Project and host Project information and include public engagement tools including surveys, story maps and web apps. Contractor shall provide to County Project Staff separate administrative level Website access and editing abilities. Consultant, at the end of the Project, shall terminate the Website and pass all documents, videos, materials, and other data over to Project Staff.

7. Phase I Deliverables

- a. A Downtown Master Plan for Los Alamos Town Site and White Rock including text, diagrams, tables, charts, recommendations, and illustrations. Conceptual illustrations identifying site plans, elevations, and perspective drawings.
- b. Expect County staff to provide limited project support with a project manager, staff assistance in outreach events, and staff providing information/feedback to consultants.

8. Phase 2. Chapter 16 Development Code Revision and Update.

As provided in the Consultant's Proposal, Consultant, shall structure the revisions to the Development Code in three modules; District and Use Regulations, Development Standards and Administration/Procedures as follows:

- a. Existing Conditions - Land Use Analysis. Consultant shall, pursuant to the Project Schedule, conduct a review of existing County zoning and land uses to determine current regulatory and land use conditions within the County. Consultant shall prepare and deliver an existing condition report to the County Project Staff pursuant to the agreed upon Project Schedule.
- b. Brainstorming / Visioning. Consultant shall, pursuant to the Project Schedule, host one virtual meeting with Project Staff to confirm and prioritize goals for the Development Code update. Using the agreed upon goals and priorities, Consultant shall conduct one statistically relevant survey conducted in a mutually agreed upon method. At the completion of the survey, Consultant shall prepare and deliver a report to Project Staff which summarizes the received public comments and survey results. Consultant shall also post a summary of goals on the public accessible Website.
- c. User & Admin Interviews. Consultant shall, pursuant to the Project Schedule, host and conduct at least five internal and external stakeholder virtual interviews to identify issues, concerns, and recommendations for improving the existing Development Code. Each virtual interview may focus on a different topic for each user or administrative group depending on the role each has related to the Development Code and internal processes.
- d. Public Open House. Consultant shall, pursuant to the Project Schedule, host one in-person or live webinar, depending on State COVID restrictions, to present the findings of the Development Code review. Consultant shall hold a curated question and answer session after the presentation. The webinar will be recorded and posted to the website. Consultant shall post the final review with online FAQ forum which shall be open to public.
- e. Module 1 (Zone Districts and Use Regulations): Work Session 1. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and

targeted County staff representatives to discuss issues with the zone districts and use regulations and shall solicit input on code issues, weaknesses, and challenges.

- f. Module 1: Work Session 2. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to present the draft of Module 1, discuss revisions, and solicit internal input on the draft module. The presentation on Module 1 will be recorded and posted to the Website. Consultant shall also update the Web App showing the proposed revisions to the zoning districts.
- g. Final Module 1 draft. Consultant shall, pursuant to the Project Schedule, then post on the Website and annotated of the proposed revision for comment and review.
- h. Module 2 (Development Standards): Work Session 1. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to discuss concerns, issues, and proposed recommendations for the development standards based on the public input on code issues, weaknesses, and potential challenges.
- i. Module 2: Work Session 2. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to present the draft of Module 2 and discuss proposed revisions. The presentation on Module 2 will be recorded and posted to the website and Consultant shall update the Web App to reflect the proposed revisions to the development standards.
- j. Final Module 2 Draft. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to discuss issues with the draft administration and procedures and receive County input on code issues, weaknesses, and challenges. Consultant shall post an annotated draft for on the Website for public comments.
- k. Module 3 (Administration and Procedures): Work Session 1. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to discuss issues with the Development Code Administration and Operational Procedures based on the public input on code issues, weaknesses, and potential challenges.
- l. Module 3: Work Session 2. Consultant shall, pursuant to the Project Schedule, host one virtual work session with the Project Staff and targeted County staff representatives to present Consultant's draft of Administration and Operational revisions. The presentation will be recorded and made available to the public via the Website. Consultant shall also post an annotated draft for on the Website for public comments.
- m. Public Open House for Presentation of Development Code Proposed Changes. Consultant shall, pursuant to the Project Schedule, host one in-person or live webinar, depending on State COVID restrictions, to present on Consultant's Modules 1, 2, and 3 to present the proposed new code structure and major code changes and solicit input. Consultant shall host a curated question and answer session after the webinar presentation. The webinar will be recorded, and Consultant shall post the recording to the Website along with the proposed amendments.

- n. Council Work Session. Consultant shall, pursuant to the Project Schedule, host or be available to attend a virtual or in-person public work session, depending on State COVID restrictions, with the County Council to present Consultant's proposed amendments to the Development Code and to solicit input from the Council and other key stakeholders.
- o. Final Draft of the Development Code. Following the County Council meeting, Consultant, pursuant to the Project Schedule and in consultation with Project Staff, amend or revise the proposed Development Code amendments and post the final draft on the Website.
- p. Public Hearings on Development Code Amendments. Lead or designated Consultant staff shall, at the request of County and Project Staff, coordinate and attend the two Public Hearings before the County's Planning and Zoning Commission and the public hearing before the County Council.

9. Phase II Deliverables

The following deliverables are due to the County pursuant to the Project Schedule:

- a. Findings and documents from all outreach processes.
- b. Reports and findings from public comment, meetings, and public outreach.
- c. A fully updated Chapter 16 Development Code in electronic format compatible with Unicode™ formats including text, diagrams, tables, charts, and illustrations.
- d. Conceptual illustrations identifying site plans, elevations, and perspective drawings.
- e. All electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, or similar application.
- f. Create, develop, host, and maintain the Project Website during the Term of the Project, r as may be mutually agreed in writing.

10. Phase II Public Meetings

Consultant, in consultation and coordination with the County Project Staff, shall host the following Phase 2 Public Meetings as provided below:

	Meeting/Event:	Participant/Stakeholders:	Outcome/Purpose:
a.	Kickoff with consultant	Consultant, County staff, and Planning & Zoning Commissioners	Project SOW, goals and process, data transfer
b.	Visioning/Research/ Brainstorming	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Project vision and planning assumptions
c.	Code Unveiling	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Create draft for review

d.	Public Open House	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Present refined draft – seek feedback on preferred
e.	Council Work Session	Public, downtown focused stakeholders, and Planning & Zoning Commissioners	Present refined draft – seek feedback on preferred
f.	Public Hearing Process	Planning & Zoning Commission and County Council	Recommendation and approval

The parties will mutually work together to locate and reserve physical or virtual Phase 2 meeting locations.

SECTION B. TERM: The term of this Agreement shall commence May 27, 2020 and shall continue through May 31, 2022, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) 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 THREE HUNDRED THOUSAND DOLLARS (\$300,000)**, which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). 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.** Contractor 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.

SECTION D. TAXES: Contractor 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 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 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 meets 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 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 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. County requires Certificates of Insurance or other evidence acceptable to County that Contractor 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) 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 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:** 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:** ONE MILLION DOLLARS (\$1,000,000.00). 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: 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 negligent performance hereunder or breach hereof and the negligent 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 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:

Ryan Foster
Incorporated County of Los Alamos
1000 Central Avenue Suite 160
Los Alamos, New Mexico 87544

Contractor:

Benjamin Gardner, Principal
Dekker/Perich/Sabatini, Ltd.
7601 Jefferson NE, Suite 100
Albuquerque, NM 87509

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.

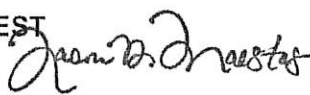
SECTION V. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION W. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION X. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

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



NAOMI D. MAESTAS
COUNTY CLERK

Approved as to form:

/s/ Kevin J. Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY



INCORPORATED COUNTY OF LOS ALAMOS

BY: /s/ Harry Burgess 6/1/20
HARRY BURGESS DATE
COUNTY MANAGER

DEKKER/PERICH/SABATINI, LTD, A NEW MEXICO
CORPORATION

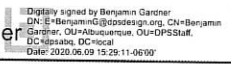
BY: Benjamin Gardner  6/8/2020
BENJAMIN GARDNER, DATE
PRINCIPAL

Exhibit "A"
Compensation Rate Schedule
AGR20-50

LOS ALAMOS AND WHITE ROCK DOWNTOWN MASTER PLANS AND CHAPTER 16 DEVELOPMENT CODE UPDATE		
Phase I: Downtown Master Development Plans		
	Project Initiation/Existing Conditions Assessment	
	Data Gathering, Kick Off Meeting	\$7,160
	Existing Conditions Assessment	\$7,840
	Subtotal	\$15,000
	Public Engagement	
	Visioning Workshop/Design Charrette	\$20,800
	Open House /Council Session	\$13,780
	Subtotal	\$34,580
	Master Plan Concepts/Report	
	Concepts for White Rock Master Plan	\$16,860
	Concepts for Los Alamos	\$16,860
	Preferred Alternative White Rock	\$15,160
	Preferred Alternative Los Alamos	\$15,160
	Master Plan Report -Draft	\$14,140
	Master Plan Report - Final	\$9,120
	Subtotal	\$87,300
	Review and Approvals	
	Planning and Zoning	\$5,680
	County Council	\$5,680
	Final Revisions	\$6,960
	Subtotal	\$18,320
	Subtotal Phase I Downtown Master Development Plans	\$155,200
	Expenses	\$3,500
	Total Phase I with Expenses	\$158,700
Phase II: Chapter 16 Development Code Update		
	Project Initiation/Code Diagnosis/Revisions	
	Code Diagnosis	\$24,720
	Module One Use Regulations	\$22,000
	Module Two Development Standards	\$26,080
	Module Three Admin /Procedures	\$22,000
	Subtotal	\$94,800
	Public Engagement	
	Visioning /Code Diagnostic	\$7,800
	Public Open House /Council Working Session	\$7,800
	Website	\$6,440

	Subtotal	\$22,040
	Approval Process	
	Planning and Zoning	\$7,500
	County Council	\$7,500
	Subtotal	\$15,000
	Subtotal for Phase II: Chapter 16 Development Code Update	\$131,840
	Expenses	\$2,500
	Total Phase II with Expenses	\$134,340
	Total for all Tasks	\$293,040

Expenses include all meals, lodging, travel, and production.

AGR20-50-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 20-50**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Dekker/Perich/Sabatini, Ltd.**, a New Mexico corporation ("Contractor"), to be effective for all purposes June 1, 2022.

WHEREAS, County and Contractor entered into Agreement No. AGR20-50 for Downtown Master Plans and Development Code Update Services; and

WHEREAS, both parties wish to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

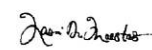
I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence June 1, 2021, and shall continue through May 31, 2023, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to one (1) consecutive one-year period, unless sooner terminated, as provided therein.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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



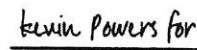
NAOMI D. MAESTAS
COUNTY CLERK

**INCORPORATED COUNTY OF LOS ALAMOS**

BY:  5/13/2022

STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

**DEKKER/PERICH/SABATINI, A NEW MEXICO
CORPORATION**

BY:  5/13/2022

WILL GLEASON **DATE**
PRINCIPAL-IN-CHARGE



LACF2022-0085 05/13/2022 08:54 AM
Page(s): 1 Naomi D Maestas - County Clerk
Los Alamos County, NM UBALDO BARELA - Deputy

**ATTACHMENT C**