

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 20-50**

This **AMENDMENT NO. 2** 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 29, 2022.

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

WHEREAS, the County Council approved this Amendment at a public meeting held on June 28, 2022; and

WHEREAS, the Services are ongoing, and County and Contractor wish to amend the Agreement in accordance with Section A(6)(d), Contractor, County, and as requested by County Council and the Planning and Zoning Commission, to add additional meetings and deliverables and to provide for additional compensation related to the requests by County Council.

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

- I. Delete **SECTION A. SERVICES subparagraphs 1 through 10**, to correct section numbering and lettering and replace with 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:
 - i. Introduce and assign Contractor and County team members and Project Leads.
 - ii. 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.
 - iii. The Project Schedule may be modified by mutual written agreement of the parties.
 - iv. Discuss the work scopes, planning assumptions, and project progression to meet County identified lead times and meetings.
 - v. Identify the data transfer methods for background documents, GIS Shapefiles, and other information needed by Contractor in performance of this Agreement.
 - vi. Establish dates, times, and methods 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 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. Contractor 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. Contractor 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 Contractor 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:
- c. Background and Purpose
- d. Key Demographic Considerations
- e. Existing Conditions and Data Analysis (appendix).
- f. Project Vision, Goals, Objectives, and Assumptions (identified constraints, needs, goals, etc.).
- g. Concept Development illustrating the process of how the final master plan was created (appendix).
- h. Preferred master plans for the Townsite and White Rock, out of three alternative concepts each, shall include:
 - i. Conceptual programming (bubble diagrams).
 - ii. A regulating plan with transects.
 - iii. Density, layout, and form.
 - iv. Land Use including housing, commercial, office, civic, outdoor, and other standard uses.
 - v. Infill and redevelopment opportunities.
 - vi. Mobility and Transportation Network such as complete streets, street typography, TOD, parking, connectivity throughout downtown and to adjacent neighborhoods: sidewalks, transit, and trails.
 - vii. Recreation components/amenities and public spaces
 - viii. Illustrative, elevation, photo-simulations, perspective illustrations, etc.
 - ix. Green Infrastructure and Design opportunities including sustainability and green building opportunities.
 - x. Infrastructure including recommended infrastructure that could be linked to the Capital Investment Plan.
 - xi. Cultural Resources including historic resources and the Los Alamos National Historic Park.
- i. Contractor 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.
- j. Contractor 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. Contractor 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. Contractor 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. Contractor 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:
 - i. Existing Land Use(s);
 - ii. Existing Zoning;
 - iii. Mobility and Transportation Network;
 - iv. Infrastructure such as Parking and Utilities;
 - v. Environmental Conditions/Constraints.
 - b. 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, and 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.
 - c. 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 a minimum:
 - i. The study area overview;
 - ii. Key demographic considerations including a summary of existing demographic information such as population, employment, housing, and projections;
 - iii. Existing land use(s);
 - iv. Current Zoning areas;
 - v. Environmental conditions and constraints
 - vi. Mobility and transportation network, including trail systems; and
 - vii. Public and Private infrastructure.
 - d. 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.

- e. 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 below.

5. Public Outreach, Visioning, and Master Plan Drafting.

As part of this phase of the Project, Contractor shall perform the following:

- a. 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, Contractor shall, within 10 business days, provide a memorandum to the Project Staff lead outlining the issues raised, discussed, action items, and conclusions from the meeting.
- b. Visioning Workshop. Contractor shall, pursuant to the Project Schedule, host two (2) virtual visioning sessions with a limited number of participants from the Townsite and White Rock communities but shall be open to key stakeholders 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. Contractor shall act as facilitator and help guide the participants through various exercises to create the thematic principles for the Plan: Vision, Goals, and Objectives. Contractor shall conduct one (1) survey prior to the virtual session to solicit input on goals and vision to inform the virtual visioning session. Contractor 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, Contractor 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. Contractor will publish the final documents and results on the Project's Website as provided below.
- c. Charrette and Master Plan Design Workshops. Contractor 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 be 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 Contractor's three alternatives. In addition, Contractor shall develop and place, in consultation with Project Staff, two (2) pop-up kiosks; one in the Los Alamos Townsite and the second in the White Rock community. Contractor 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, Contractor 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.

- d. Social Media Competition. Contractor 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 Contractor, for the community to use the template to design their own preferred Master Plan framework. Contractor shall post the results of the social media competition on the project Website. Contractor shall monitor and report on the most liked submission will win.

6. Presentation and Comments on Draft Plans

- a. Public Open House. Contractor 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 Contractor to the Project's Website. Contractor 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. Contractor 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 Contractor modifications or changes to the draft Master Plans before it progresses to the public hearing process. Contractor shall provide all identified necessary Project information to the Project Staff lead needed for the Council Work Session. Contractor shall also conduct one (1) live webinar to present the draft master plan after which Contractor shall curate a question-and-answer session and discussion. The webinar will be recorded and posted to the Website. Contractor will post the draft Master Plans to the Website for further public comment and review. Contractor 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.

7. Final Master Plan Adoption

- a. Planning and Zoning Commission Public Hearing. Contractor, 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. Contractor shall provide the documents in editable format for final review purposes. On approval of the Project Staff lead, Contractor 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, Contractor 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. Contractor, 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. Contractor shall provide the documents in editable format for final review purposes and publication

pursuant to the State's Open Meeting Act requirements. On approval of the Project Staff lead, Contractor will finalize the two Master Plans and provide one electronic version, and twenty-five (25) printed copies for Project Staff. Contractor shall attend either the in-person public hearing or virtual public hearing on the final Master Plans.

- d. Contractor 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.

8. Public Outreach and Meetings.

Contractor, 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 Contractor	Contractor, County staff, Planning & Zoning	Project SOW, goals and process, site visit, data transfer
b.	Work session with Council	Contractor, County staff, County Council	Discuss site assessment and project principles
c.	Create a project Website	Contractor, 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
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The parties shall mutually work together to locate and reserve physical or virtual Phase 1 meeting locations.

9. 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. Contractor’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 upon by the Project teams, however, the Project Staff lead, in Contractor with other County departments 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 Contractor 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. Contractor, at the end of the Project, shall terminate the Website and pass all documents, videos, materials, and other data over to Project Staff.

10. 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 Contractors.

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

As provided in the Contractor’s Proposal, Contractor 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. Contractor 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. Contractor shall prepare and deliver an existing condition report to the County Project Staff pursuant to the agreed-upon Project Schedule.
- b. Brainstorming / Visioning. Contractor 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, Contractor shall conduct one statistically relevant survey conducted in a mutually agreed upon method. At the completion of the survey, Contractor shall prepare and deliver a report to Project Staff which summarizes the received public comments and survey results. Contractor shall also post a summary of goals on the public accessible Website.

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

12. 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 Municode™ 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, or as may be mutually agreed in writing.

13. Phase II Public Meetings

Contractor, 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 Contractor	Contractor, 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.

II. Add SECTION A. SERVICES subparagraphs 14, 15, 16, and 17 as follows:

14. Additional Meetings: Contractor shall, in accordance with Section A(6)(d) of the Agreement or Section A(7)(d) of this Amendment add at a minimum an additional thirty-five (35) meetings at the request of County Council to provide additional detail and to respond to Council questions and comments. Additional meetings shall be billed as set out in Exhibit “A”, attached hereto, and made a part hereof for all purposes.

a. **Additional Phase 1 Meetings, Contractor shall provide an additional eleven (11) Phase 1 meetings as follows:**

i. **Two (2) additional Council Work Sessions, one (1) additional Planning and Zoning Commission Session, one (1) additional Council hearing/Master Plan Session, Seven (7) stakeholder meetings** (LANL Stakeholders, Business Stakeholders, Historic Preservation Board Meeting, Transportation Board Meeting, Master Plan Alternatives, Youth Meeting, and County Fare Booth Participation) for a total of eleven (11) additional Phase 1 Meetings.

b. **Additional Phase 2 Meetings, Contractor shall provide an additional twenty-two (22) Phase2 meetings as follows:**

i. **Five (5) additional Module 1 work sessions to cover all of the zoning districts and use regulation-related content developed for the draft.**
ii. **Eight (8) additional Module 2 work sessions to allow for adequate time to review all development standard contact.**

- iii. **Three (3) additional Module 3 work sessions, building in additional review time based on the need for additional time for Module 1 and Module 2.**
- iv. **Three (3) additional Phase 2 public hearings, one (1) for each module.**
- v. **Three (3) additional work sessions, focused on technical code review, Module 2, and Module 3.**
- c. **Additional Adoption Hearings, Contractor shall provide an additional two (2) adoption hearings as follows:**
- d. **Two (2) additional hearings anticipated for the adoption phase of the project to allow for public input, questions and revisions prior to adoption.**
- e. **Public Website content updates.** Contractor shall provide additional updates to the Website to support all additional meetings described above.
- f. **Should additional meetings be required, Contractor shall bill County at the rates set out in Exhibit "A".**

15. Exterior Lighting Analysis:

- a. Contractor shall provide a detailed exterior lighting analysis, which reviews proposed exterior lighting standards and shall provide recommendations to balance safety, security, enforcement, and overall feasibility to include:
 - i. Kickoff meeting via virtual means.
 - ii. Review current County Land Use Code Outdoor Lighting Standards.
 - iii. Review current International Dark-Sky Association (IDA) Dark Sky Community Requirements.
 - 1. Review and identify designation and or certification requirements.
 - 2. Develop a compliance checklist.
 - iv. Provide comments in markup format for proposed revisions to the Outdoor Lighting Standards.
 - v. Develop alternate Model Lighting Ordinance format Lighting Standards.
 - vi. Develop a plan review process and checklist.
 - vii. Provide up to three (3) submittals (Preliminary, Final Draft, Final).
- b. Contractor and Contractor's lighting engineering sub-contractor shall meet with the Steering Committee and County up to three (3) times to review proposed lighting standards and address questions and comments. Contractor shall make one presentation to County Council.
- c. The deliverable for the Analysis shall be a draft Exterior Lighting section for inclusion in the Chapter 16 revision.

16. Accessory Dwelling Units Analysis:

- a. Contractor shall provide suggestions as to where Accessory Dwelling Units (ADUs) could be added by proposed zones. Contractor shall map the areas where ADUs would be permitted under the proposed zoning categories and generate a range of potential units which could be added per zone and in total throughout the County.
- b. The deliverable for the Analysis shall be a draft Accessory Dwelling Unit section for inclusion in the Chapter 16 revision.

17. Wireless Telecommunication Facilities Analysis:

- a. Contractor shall coordinate with County staff and community members to refine proposed Telecommunication Facility Standards for inclusion in the Chapter 16 revision.
- b. The deliverable for the Analysis shall be a draft Telecommunication Facility standards section for inclusion in the Chapter 16 revision.

III. Delete **SECTION C. COMPENSATION** in its entirety and replace with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount **not to exceed FOUR HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$445,800)**, which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). 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 NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

Delete Exhibit "A" in its entirety and replace it with the following Exhibit "A" attached hereto to include charges for additional Services.

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

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

By: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DEKKER/PERICH/SABATINI, A NEW MEXICO
CORPORATION

By: _____
WILL GLEASON **DATE**
PRINCIPAL IN CHARGE

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

Additional Meetings		
	Thirty-Two (32) Meetings (Work Sessions, Public Hearings, Comment Review, and Response).	\$35,000
	Three (3) Additional Council Sessions and Open House Meetings	\$27,000
	Project Website Updates in Support of Additional Meetings	\$7,500
	Subtotal	\$69,500
	Exterior Lighting Analysis	\$33,000
	Accessory Dwelling Units Analysis	\$15,000
	Wireless Telecommunication Facilities	\$15,500
	Subtotal	\$63,500
	Expenses	\$2,800

	Total Additional Meetings with Expenses	\$135,800
	Total for all Tasks	\$428,840

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

Dekker Perich Sabatini Standard Hourly Rates	
<u>Position</u>	<u>Hourly Rate</u>
Principal I	\$180.00
Planner II	\$100.00
Planner II	\$80.00