

Sandoval County Board of County Commissioners

Agenda Item Summary

AGENDA ITEM # 8-21-14.9B

1. REQUESTED MOTION

ACTION REQUESTED:

Approve a Professional Services Agreement between Sandoval County and Sandoval Economic Alliance for Economic Development Services in the Amount of \$200,000

WHY ACTION IS NECESSARY (Summary):

The scope of services includes New Business Recruitment, Retention and Expansion of existing businesses, Research and Marketing and Prospect Development activities on behalf of Sandoval County. (continued on next page)

2. REQUESTOR

COMMISSIONER SPONSORED: YES NO

DISTRICT: DISTRICT 1 DISTRICT 4
 DISTRICT 2 DISTRICT 5
 DISTRICT 3

DIRECTOR / ELECTED: Dianne Maes
 DIVISION: County Business Development
 ELECTED OFFICE:

ATTACHMENTS: YES NO

3. MEETING DATE

August 21, 2014

4. AGENDA (To be completed by County Manager)

- PROCLAMATION
- PRESENTATION
- CONSENT
- REGULAR
- APPEAL

5. RECOMMENDATIONS

Staff recommends Board of County Commission approval.

6. FISCAL IMPACT

Services budgeted for fiscal year 2014-2015 - \$200,000.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form PFT	Finance Budget CCH	County Manager PPR	Other
DM 8/13/14	_____	_____	8/13/14	8/13/14	8/13/14	_____

8. COMMISSION ACTION

- Approved
 Denied
 Deferred
 Other

WHY ACTION IS NECESSARY (Summary) continued:

The services in the contract will support the county in its efforts to be responsive and organize for Economic Development activities to compete for recruitment of new jobs. Organizational preparation includes the development a sophisticated database of information to be utilized to respond to marketing leads. Development of customized data packages that include sites, buildings, quality of life, education, healthcare, and other information that represents the assets and amenities of this county to outside businesses who might be interested in relocating.

Included in the scope of work are activities developed to support existing businesses by providing networking opportunities, and other types of financial and technical resources who may offer support.

The work to be completed within this agreement is intended to be performed, on behalf of all of the participating communities and pueblos within Sandoval County.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **SANDOVAL COUNTY**, (hereinafter the "COUNTY"), AND **SANDOVAL ECONOMIC ALLIANCE** (hereinafter the "CONSULTANT"). Unless and until CONSULTANT provides written notice to COUNTY of a change of address, all written notices required by this agreement may be sent to CONSULTANT by mail to: 1201 Rio Rancho Blvd, Suite C, Rio Rancho, NM 87124. CONSULTANT'S phone number is 505-891-4305.

WHEREAS, the Board of County Commissioners issued an RFP for Employer Development & Economic Development Services; and

WHEREAS, Sandoval County Sandoval County requested proposals for economic development services for economic base business recruitment, economic base retention and expansion services and the development of an Economic Data Repository and Real Estate Database; and.

WHEREAS, funding provided by the County is designed to assist in initiating and ramping up all of these program services. The CONSULTANT awarded this funding will be expected to solicit private sector funding to match the County contribution with this contract and for the sustainability of CONSULTANT in the future; and

WHEREAS, the Board awarded the RFP to Sandoval Economic Alliance at the August 21, 2014 meeting.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SERVICE AREA:

The scope of the organization includes recruitment, expansion and retention of economic-base jobs, and capacity development, for the region of Sandoval County. The region includes the rural economic corridors of:

- North 550 (with Cuba, Zia Pueblo, Counselor, Torreon, La Jara, and surrounding areas)
- Jemez Valley (Jemez Pueblo, Jemez Springs, Ponderosa, San Ysidro, and surrounding areas)
- North I-25 (San Felipe Pueblo, Santo Domingo Pueblo, Algodones, Cochiti, Sandia, Zia and Santa Ana Pueblos, Pena Blanca, and surrounding areas)

and includes the urban economic areas of:

- Rio Rancho
- Bernalillo
- Corrales
- Placitas
- and surrounding areas

2. MARKETING, LEAD GENERATION & RECRUITING:

Market Research and Value Proposition Development -
Work includes a selection of target markets competitive advantage analysis, data base development and program planning.

Deliverables:

- a. The CONSULTANT will proactively solicit inquiries from economic-base companies considering expansion, relocation, or consolidation by purchasing marketing lists through companies, such as InfoUSA and ReferenceUSA. The CONSULTANT will use a variety of contact methods throughout the year including Mail Chimp and direct mail, postcards, and phone contacts to work these contacts.
- b. Companies will be tracked in a separate database and any activity generated from these companies will be worked by the CONSULTANT.
- c. Progress will be reported to the County Manager or his designee monthly, to include tracking the number of qualified leads generated by each marketing source, along with other pertinent data to be provided to the County demonstrating the activity in this program. A summary will be presented to the County Commission quarterly.

3. RETENTION & EXPANSION

Deliverables:

- a. Establish a new Retention and Expansion Program for Sandoval County with Rio Rancho Regional Chamber of Commerce. Utilize survey tools and evaluate which resources and support businesses needs based on the survey results. Provide networking, training or resources in response to the gaps identified.
- b. Expand efforts to better leverage the investments the county and other contributors have made in a collaborative manner.
- c. Develop new opportunities for businesses in Sandoval County by networking with companies in the region.
- d. Demonstrate to local businesses that the community appreciates their contribution to the local economy, and be available to help existing businesses solve problems.
- e. Build community capacity and cooperation to sustain growth and development.

- d. A progress report will be submitted to the County Manager or his designee monthly to report all activities in this part of the program. A summary of all activities will be presented to the County Commission quarterly.

4. RESEARCH & MARKETING

The CONSULTANT will serve as the region's lead on research, inventory development, business climate improvement, marketing, sales and deal structuring activities related to helping economic base employers create or retain jobs.

Deliverables:

Cooperative Marketing and Branding – Lead Generation

- a. The CONSULTANT will partner with metro-wide entities (through MRCOG) to develop a regional brand to market Central New Mexico for economic development purposes. The Sandoval County Alliance will take the lead in this effort on behalf of the county, and will contribute financially to the campaign for marketing efforts.

Sandoval Economic Alliance Web and Social Media Strategy

- b. The CONSULTANT will revamp its Web strategy to include portal, social media presence, data-ready client access, and branded look-and-feel. A future site URL will be located at www.SandovalEconomicAlliance.org or www.TheEconomicAlliance.org. Information available should include population and labor statistics, available land and buildings, taxes, development incentives, community overview, ties to GIS, social media platforms, etc.

General Strategic Marketing Direction

- c. The CONSULTANT may use existing inventory as the focal point for our marketing strategy in 2014-2015, while working on the development of identifying future inventory.

The targeted industries with 10 year job goals include, but are not limited to:

- Back-office and Tele-service Centers – 3,500 Jobs
- Health and Social Services – 2,500 jobs
- Manufacturing – 2,500 jobs
- Independent – solo work – 800 jobs
- Agriculture – 100 – 300 jobs
- Integrated IT and Cyber – 200 jobs
- Digital Media – 200 jobs
- Energy and Extraction – 50 – 100 jobs
- Visitor Driven Services – 100 jobs
- Transportation and Warehousing – 150 jobs

- d. A progress report will be submitted to the County Manager or his designee monthly to report all activities in this part of the program. A summary of all activities will be presented to the County Commission quarterly.

5. REGIONAL COLLABORATION – MARKETING, PROSPECT DEVELOPMENT, FACTORS OF PRODUCTION

Regional collaboration is a key ingredient to CONSULTANT's current and future successes.

- a. The CONSULTANT will work and coordinate with the NM Partnership, Albuquerque Economic Development, State Economic Development Department, the Metro NM Development Alliance, Rio Rancho Regional Chamber of Commerce, local governments and other business organizations on lead generation, marketing, prospect development, community overviews and site tours for interested clients on behalf of any area within Sandoval County.
- b. The CONSULTANT will identify and work on the gaps as they relate to land/building asset development, capital development, workforce development, entrepreneurship and community development needs. (Infrastructure). The Alliance will launch and sustain the committees with professional participation to address many of the issues.
- c. The CONSULTANT will partner with NAIOP to focus on the land/building assets and inventory shortages, and define and address the problems/hurdles that inhibit the ability to build capacity in Sandoval County communities.
- d. The CONSULTANT will submit a progress report will be submitted to the County Manager or his designee monthly to report all activities in this part of the program. A summary of all activities will be presented to the commission quarterly.

6. PROCESS OF WORK AND COMPENSATION:

The COUNTY shall pay the CONSULTANT \$20,000 per month (which includes GRT) for services rendered not to exceed \$200,000 (two hundred thousand dollars).

The CONSULTANT shall submit detailed invoices to the Sandoval County Manager, or his designee. Such billing must be approved for payment by the County Manager or his designee. The COUNTY shall have a reasonable period of time to review payment of approved and authorized statements within 30 days of receipt. Excessive time or costs, in the judgment of the County Manager, are grounds for termination of this agreement on fifteen days written notice from the COUNTY to CONSULTANT.

The CONSULTANT shall submit monthly reports providing a detailed account of services rendered, itemized per category. The CONSULTANT will request to be placed

on the agenda quarterly to report progress of this contract to the Sandoval County Commission.

In the event the parties cannot agree, and in the sole discretion of the County Manager, or his designee, the COUNTY reserves the right to obtain the required professional services elsewhere.

7. TERM:

This agreement will be effective from August 22, 2014 and will end June 30, 2015. On a yearly basis, the COUNTY may extend this agreement by written notice signed by the County Manager, and mailed to the CONSULTANT within thirty (30) days of the date of this agreement would otherwise terminate. In no event shall the total term of this agreement exceed four years, inclusive of any and all such extensions.

8. STATUS OF THE CONSULTANT:

The CONSULTANT, its agents, employees, and subcontractors are independent contractors performing services for the COUNTY and are not employees of the COUNTY. They shall not accrue leave, retirement, insurance, bonding, use of COUNTY vehicles, or any other benefits afforded to employees of the COUNTY. The CONSULTANT agrees to procure and maintain at its own expense all necessary or required insurance for itself, its agents, employees, or subcontractors.

9. PRODUCTS OF SERVICES AND COPYRIGHT

Nothing produced in whole or in part by the CONSULTANT under this agreement shall be subject of an application for copyright by or on behalf of the CONSULTANT.

10. ASSIGNMENT

The CONSULTANT shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior approval of the COUNTY.

11. SUBCONTRACTING

The CONSULTANT shall not further subcontract any portion of the services to be performed under this agreement without the prior written approval of the COUNTY.

12. APPROPRIATIONS

The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body for the performance of this agreement. If sufficient appropriations and authorizations are not made, the agreement shall terminate upon written notice being given by the COUNTY to the CONSULTANT.

Such termination shall not result in any claim for payment or damages by the CONSULTANT. The COUNTY'S decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

13. RELEASE

The CONSULTANT, upon final payment of the amount due under this agreement, releases the COUNTY and its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this agreement. The CONSULTANT agrees not to purport to bind the COUNTY to any obligations not assumed herein by the COUNTY unless the CONSULTANT has express written authority to do so, and then only within the strict limits of that authority.

14. CONFLICT OF INTEREST

The CONSULTANT warrants that he presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. The CONSULTANT shall comply with statutory or ordinance provisions which relate to conflict of interest and require disclosure of amounts received under this agreement when and if such provisions become available, including the provisions of New Mexico Statutes Annotated Sections 10-16-8 and 10-16-9 (1978) and amendments thereto.

15. TERMINATION

Except as otherwise provided herein, either party may terminate this agreement upon thirty-day written notice to the other party. Such notice of termination or any other notice shall be sent to the CONSULTANT at the address provided by CONSULTANT in writing at the time this agreement is executed or as the CONSULTANT may designate in writing from time to time or the COUNTY at the following address:

County Manager
Sandoval County
P.O. Box 40
Bernalillo, New Mexico 87004

Any notice shall be deemed received three days after depositing into the U.S. mail system.

16. AMENDMENT

This agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

17. ADDITIONAL SERVICES

The parties agree that all tasks set forth in the Scope of Services shall be completed in full, to the satisfaction of the County Manager for the amount set forth in Section 6 of this Agreement, and for no other costs, amount, fee or expense. If the parties agree that additional services are necessary, those services will be negotiated separately, by a written contract or by amendment to this Agreement approved by the County Manager.

18. CREDENTIALS AND INSURANCE

Contractor must maintain all necessary credentials/licensure and insurance as required by law. All insurance requirements shall be in effect during the term of this agreement and when any work is performed under this agreement.

19. SCOPE OF AGREEMENT

The agreement incorporates the CONSULTANT's proposal, all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

20. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico and by the ordinances of Sandoval County.

21. NOTICE OF CIVIL AND CRIMINAL PENALTIES

The Procurement Code, New Mexico Statutes Annotated, Section 13-1-21 through 13-1-199 (1978) and amendments thereto, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

22. EQUAL OPPORTUNITY COMPLIANCE

The CONSULTANT agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and

executive orders of the Governor of the State of New Mexico, the CONSULTANT agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this agreement. If CONSULTANT is found to be not in compliance with these requirements during the life of this agreement, CONSULTANT agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the date approved by the COUNTY.

SANDOVAL ECONOMIC ALLIANCE

**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY**

Joe Sierra, Chairman

Darryl F. Madalena, Chairman

Date: _____

Orlando Lucero, Vice Chairman

Nora Scherzinger, Member

Don Chapman, Member

Glenn Walters, Member

Date: _____

ATTEST:

APPROVED AS TO FORM:

Eileen Garbagni, County Clerk

Patrick F. Trujillo, County Attorney