



AGR24-54d



LOS ALAMOS

**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 **Daniel B. Stephens & Associates, Inc.**, a New Mexico corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes May 9, 2024, ("Effective Date").

WHEREAS, the County Purchasing Officer 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. 24-54 ("RFP") on January 18, 2024, requesting proposals for On-Call Grant Writing Assistance as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 8, 2024 ("Contractor's Response"); and

WHEREAS, County contemplated a multiple source award as indicated in the RFP; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of five (5) successful offerors for the services listed in the RFP; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR24-54a, AGR24-54b, AGR24-54c, and AGR24-54e shall not exceed the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) excluding New Mexico gross receipts taxes ("NMGR"); and

WHEREAS, Contractor shall provide the Services, as described below, to County.

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

SECTION A. SERVICES:

1. Generally.

- a. As requested by County, Contractor shall provide on-call grant related services on an as-needed basis (hereafter "Services") at the rates identified in Exhibit A, attached hereto and made a part hereof for all purposes, throughout the term of this Agreement, to include the following:
 - i) Contractor shall conduct grant research, develop grant proposals, and provide grant writing expertise, for State and Federal grants, which may include but not be limited to the following:
 - (1) Research available grants applicable to governmental agencies.
 - (2) Provision of strategic work plans for the development of proposed grant applications to include key dates, timeline with milestones, responsible personnel, and specific deliverables.
 - (3) Grant application development to address all requirements of specific grants, including but not limited to grant writing services and budget development.

- (4) Provision of grant writing expertise and recommendations to address all required grant components of Federal and State grant applications.
- ii) As applicable, Contractor shall provide grant writing expertise to comply with Justice 40 Initiative criteria which demonstrates how grant funds will be used to serve Federal investments including clean energy and energy efficiency; clean transit; affordable and sustainable housing; training and workforce development; the remediation and reduction of legacy pollution; and the development of clean water infrastructure for disadvantaged communities.
- b. Contractor shall provide grant management services which comply with grant requirements.
 - c. Contractor shall provide guidance to County on submission of reports, or submit reports as needed as requested by County, based on requirements contained within specific grants, in order to maintain compliance with each grant.
 - d. Contractor shall provide County with specific interpretations of grant application guidelines to assist County staff with successful and timely proposal development.
 - e. Contractor shall work collaboratively with County staff to identify strategies for project development.
 - f. Contractor shall identify potential community resources for grant research, collaboration, or potential partnerships to enhance County grant opportunities.
 - g. Contractor shall initiate, develop, and document the scope of grant project-related partnerships with community organizations as required by the grantor.
 - h. Contractor shall coordinate with County staff to identify community grant partners as appropriate.
 - i. Contractor shall create plans which, at a minimum, meet all required grant criterion for grant proposal development.
 - j. Contractor shall assist County staff with preparation of budgets and budget narratives to obtain funding for project activities that complies with all government regulations.
 - k. Contractor shall design and provide graphs, charts and visuals that illustrate and explain key processes, programmatic concepts, and cycles of work/timelines that are applicable to strengthen grant proposals.
 - l. Contractor shall secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents that correspond to the project description in the proposal from the grantor.
 - m. Contractor shall write well-organized, compelling Letters of Interest and proposal drafts that follow the requirements of the grant application, and submit to appropriate County staff for review, and if applicable, submit to grant partners, adhering strictly to the timelines and deadlines, identified by the grantor, throughout the process.
 - n. Contractor shall provide draft grant applications to County staff soon as possible after becoming aware of a grant opportunity and no later than two (2) weeks in advance of the grant application deadline to allow for review, edits and comments as necessary.
 - o. Contractor shall provide final grant application(s) to County in time determined by County to allow for adequate review and submission by grant deadline(s).
 - p. Contractor shall assist County with final grant application submission. County shall retain control of the final submission of the grant unless otherwise determined by County.
 - q. Contractor shall notify applicable state and/or federal partners of grant proposal submission and provide additional advocacy suggestions regarding outreach, as applicable.

2. Task Order Process

- a. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) business days' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Request for Quote and Task Order is provided in Exhibit C.
- c. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Agreement and not compensable.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- e. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in the agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- f. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors or equipment rentals are the responsibility of the Contractor.
- g. The Agreement will not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote any project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
- h. Contractor may be required to attend Council and other public meetings. County shall identify the meetings and Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates identified in Exhibit A. In the event that it is determined after issuance of the Proposed Task Order that meeting attendance

is required, County shall inform Contractor of such, and Contractor shall bill the County accordingly, based on the hourly rates identified in Exhibit A.

SECTION B. TERM: The term of this Agreement shall commence May 9, 2024, and shall continue through May 8, 2031, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and the terms of this Agreement.
- b. There shall be no separately charged reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- c. The aggregate compensation for all Agreements AGR24-54a, AGR24-54b, AGR24-54c, and AGR24-54d, and AGR24-54e over the term of the Agreements shall not exceed a combined total of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), including reimbursable expenses and excluding NMGR

2. Monthly Invoices. For each properly issued Task Order, Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable for each Task Order. 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 shall 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 shall 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, stating 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 shall 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; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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. DUTY TO ABIDE: 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.

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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. 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 R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. 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 T. 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 shall 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 U. TERMINATION:

1. **Generally.** The[County Manager 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 V. 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:

Angelica Gurule, Sustainability Manager
 Incorporated County of Los Alamos
 1000 Central Avenue, Suite 350
 Los Alamos, New Mexico 87544

Contractor:

James A Kelsey, PG
 Daniel B. Stephens & Associates, Inc.
 6020 Academy Road NE, Suite 100
 Albuquerque, NM 87109

With a copy to:

County Attorney's Office
 1000 Central Avenue, Suite 340
 Los Alamos, New Mexico 87544

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. 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.

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

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

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

Exhibit A
Compensation Rate Schedule
AGR24-54d

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Grant Research	\$ 87.00/hr	\$ 89.61/hr	\$ 92.30/hr	\$ 95.07/hr	\$ 97.92/hr	\$ 100.86/hr	\$ 103.88/hr
Grant Writing	\$ 149.00/hr	\$ 153.47/hr	\$ 158.07/hr	\$ 162.82/hr	\$ 167.70/hr	\$ 172.73/hr	\$ 177.91/hr
Grant Administration	\$ 129.00/hr	\$ 132.87/hr	\$ 136.86/hr	\$ 140.96/hr	\$ 145.19/hr	\$ 149.55/hr	\$ 154.03/hr
Presentation/Graphic Design	\$ 105.00/hr	\$ 108.15/hr	\$ 111.39/hr	\$ 114.74/hr	\$ 118.18/hr	\$ 121.72/hr	\$ 125.38/hr
Technical Editing	\$ 140.00/hr	\$ 144.20/hr	\$ 148.53/hr	\$ 152.98/hr	\$ 157.57/hr	\$ 162.30/hr	\$ 167.17/hr
<i>Additional Value Added Services</i>							
Engineers' Estimates of Probable Cost	\$ 155.00/hr	\$ 159.65/hr	\$ 164.44/hr	\$ 169.37/hr	\$ 174.45/hr	\$ 179.69/hr	\$ 185.08/hr
Environmental Clearance Documents	\$ 110.00/hr	\$ 113.30/hr	\$ 116.70/hr	\$ 120.20/hr	\$ 123.81/hr	\$ 127.52/hr	\$ 131.35/hr

Exhibit B
Confidential Information Disclosure Statement
AGR24-54d

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: James A. Kelsey, PG, President
Daniel B. Stephens & Associates, Inc.
6020 Academy Road NE, Suite 100
Albuquerque, NM 87109
Email: jkelsey@geo-logic.com

County: Angelica Gurule, Sustainability Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation, or liability to the Discloser.

