

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 **Sancre Productions LLC**, a New Mexico limited liability corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes November 5, 2025 ("Effective Date").

WHEREAS, the County Community Services Department ("CSD") requires a service provider to help plan and conduct the annual County Fourth of July event featuring music, food, vendors, entertainment, and activity offerings for children and adults; and

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. 26-26 ("RFP") on September 5, 2025, requesting proposals for the Coordination and Management of the County's July 4th Celebration, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated September 30, 2025 ("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 November 4, 2025; 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: Contractor shall help plan and conduct a celebration event, with a focus on musical entertainment (herein after, "the Event") at Overlook Park or Ashley Pond Park, as solely determined by County, to occur on July 4th of each year during the term of this Agreement ("Services"). The Event and Event amenities, including attendance, parking, and musical entertainment, shall be free to the public. Responsibilities required to perform such Services shall include, but are not limited to the following:

1. Planning.

- a. Contractor shall conduct an annual event kick-off meeting, in person or virtually, with the County Event Team ("Event Team") no less than eight (8) weeks prior to the Event.
- b. The Event Team shall include the other County contractors, such as fireworks and/or drone show contractors, as may be applicable and at County's decision, at County's sole option; the County Fire Marshal ("Fire Marshal"); the County Parks, Recreation,

and Open Space Manager ("PROS Manager") or designee; and other County staff, as may be determined by County.

- c. As part of the kick-off meeting, the Parties shall:
 - i. Introduce and assign Contractor and County project team members and project leads ("County Project Staff").
 - ii. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, project milestones, and communication protocols.
 - iii. Create a written memorandum, prepared by Contractor and provided to County Project In Staff, within five (5) business days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may be modified by mutual written agreement of the Parties.
 - iv. In coordination with County Project Staff, prepare an event promotion plan and associated activities, subject to County approval.
 - v. In coordination with County Project Staff, prepare an entertainment plan and associated activities, subject to County approval.
 - vi. In coordination with County Project staff prepare an event layout at the designated year's location, subject to County approval a sample of which is demonstrated in Exhibit C, attached hereto and made a part hereof for all purposes.
- d. Contractor shall conduct a minimum of two (2) event planning meetings in each year during the Term of this Agreement, in person or virtually, with the Event Team. Contractor shall use a format similar to the sample planning form, attached hereto as Exhibit D and made a part hereof for all purposes, to capture all logistical, safety, and production details.
- e. Contractor shall obtain a County Special Event Permit from the County Community Development Department granting approval of the site and event plans no less than six (6) weeks prior to the Event.
- 2. <u>Cancellation</u>, <u>Rescheduling</u>, <u>and Substitution</u>. County, in its sole discretion, may determine if the Event or an exhibit shall be cancelled, or if an alternate event or exhibit may be substituted at a different time or place.

3. Public Outreach and Event Promotion.

- a. Contractor shall promote the Event through various channels, including, but not limited to the following: videos, radio ads, press releases, flyers, and County materials; and through engagement with local businesses, including but not limited to nonprofits, volunteer and service organizations, and sponsors. All promotion materials must be approved by County prior to media or public distribution.
- b. Contractor is encouraged to seek donations or sponsorships before the Event as a tool to increase the budget of the Event. Donations shall not be solicited at the Event.
- c. Contractor, in coordination with County, shall notify the public as expeditiously as possible if the Event, or any portion of the Event, is canceled, modified or postponed, after promotion materials have otherwise been distributed. Contractor shall prepare messaging, including but not limited to, press releases, radio, and on-site announcements, for County review, approval, and distribution through its communication channels.

4. Entertainment.

a. Contractor shall solicit, secure, arrange, and conduct entertainment for the Event to include, at a minimum, live, family-friendly music as well as offerings for both children and adults beginning by 4:00 p.m. and continuing until 9:00 p.m. Entertainment shall be approved by the County Project Manager, as provided herein.

- b. Contractor shall provide a schedule of entertainment to County's Project Manager for approval no less than eight (8) weeks prior to the Event and before promoting the Event details.
- Contractor shall negotiate, pay, and fulfill all entertainment contracts and agreements, including paying expenses for transportation, lodging, food and beverage, and support staff for the entertainers.
- d. Upon receipt, Contractor shall share with County any media packages provided by scheduled entertainers, including but not limited to providing access to artists' electronic press kits ("EPKs"), sharing of artist logos, official band photos, biographies, and music videos.

5. Performance Area and Stage.

- a. Contractor shall set up, manage, take down, and provide continuous supervision of all Event entertainment and performance areas during the Event.
- b. Contractor shall provide a portable stage for the Event with supporting Very Important Person ("VIP") and production backstage area, designed for outdoor use that will provide shelter for the artists and performers and protect equipment from rain and wind. If the Event is held at Overlook Park, the stage shall be designed to be placed on a designated concrete pad measuring 31 feet by 15 feet on the south side of Spirio Field. If the event is held at Ashley Pond Park, the existing stage at the location will be utilized.
- c. Contractor shall provide professional, commercial-quality entertainment sound and lighting equipment for live music and entertainment, including, but not limited to: Meyer Sound MICA Series Powered Line array loudspeakers; Meyer Sound Powered Sub-Woofers; Meyer Sound & QSC Powered Stage Monitors; Digital Audio Mixing Consoles (Midas and Yamaha 32-48 Ch.); professional quality stage cabling; professional microphone packages; instrument backline services available; or other equipment of similar or better quality.
- d. Contractor shall provide personnel and equipment to set up, conduct, and take down the live music and performance area, to include but not be limited to stagehands, concert production assistants, sound engineers, drivers, and audio technicians.

6. Coordination with Other Contractors.

- a. Contractor shall coordinate services provided by event subcontractors, if any, in accordance with County practices, rules and policies.
- b. Contractor shall coordinate with fireworks and drone show contractors, as applicable, to ensure safety of public throughout the Event.

7. Safety.

- a. Contractor shall ensure that all Services are in compliance with all applicable federal, state, and county regulatory requirements; including but not limited to New Mexico Environmental Department and the County requirements.
- b. Contractor shall protect the health and safety of the public or any person or persons using or occupying the site of the Event and to minimize danger from all hazards to life and property. Contractor shall take all reasonable precautions in connection with its Services and shall comply with all health, safety and fire protection rules, laws, regulations, and requirements of County and any other pertinent regulatory body.
- c. Contractor shall adhere to any and all required State and County codes and permits.
- d. Contractor shall provide crowd supervision of Event area.

- 8. <u>County In-Kind Services.</u> County shall provide the following in-kind services, proportional to the Event needs:
 - a. Police services:
 - b. Fire services:
 - c. Up to eight (8) hours of transit service between Los Alamos and White Rock to deliver passengers to the site of the Event;
 - d. Parks Division services (trash removal, restroom maintenance, and utility service);
 - e. Traffic control services:
 - f. Waiver of County vendor permit requirements for the Event, with the exception of business licenses;
 - g. Enforcement of the prohibition of overnight camping:
 - h. Porta-potties at the Transit staging area, vendor area, and entertainment area; and
 - i. County may provide additional in-kind services and/or equipment, in its sole discretion, subject to approval by the County Manager.
 - j. If fireworks or a drone show is cancelled or not permitted, at County's sole discretion, County may appropriately reduce in-kind services.

9. Post-Event Report.

- a. Contractor shall provide County with a written conclusion report within thirty (30) days after the Event, which shall provide a summary overview of event attendance estimate, public feedback details, Contractor's recommendations to improve future events, and any other relevant information to aid in future planning and event execution.
- b. Contractor shall attend an event conclusion meeting, in person or virtually, with the Event Team, to be scheduled between Contractor and County's Project Manager.

SECTION B. TERM: The term of this Agreement shall commence November 5, 2025, and shall continue through November 4, 2032, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$308,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Invoices. Contractor shall submit itemized invoices, no more than once every thirty (30) days, to County's Project Manager demonstrating work completed, 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.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and 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

Attachment A

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; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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. Compensation. 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: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with

copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Recreation Superintendent Incorporated County of Los Alamos 1000 Central Avenue, Suite 310 Los Alamos, New Mexico 87544 E-mail:

katherine.hudspeth@losalamosnm.gov

With a copy to: County Attorney's Office 1000 Central Avenue, Suite 340 Los Alamos, New Mexico 87544 E-mail: ~Attorney@losalamosnm.gov Contractor:

Chief Executive Officer Sancre Productions, LLC P.O. Box 275

San Cristobal, New Mexico 87564

E-mail: pabloirlando-wildman@hotmail.com

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. 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.

SECTION AD. 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.

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.

| INCORPORATED COUNTY OF LO | SALAMOS |
|--|--|
| By: | |
| ANNE W. LAURENT | DATE |
| GOORT INMINIOLIC | |
| | |
| | |
| SANCRE PRODUCTIONS LLC, A NEW MILLIABILITY CORPORATION | EXICO LIMITED |
| By: | |
| Danie Incaspo Missour | DATE |
| | |
| | BY: ANNE W. LAURENT COUNTY MANAGER SANCRE PRODUCTIONS LLC, A NEW MI |

Exhibit A Compensation Rate Schedule AGR26-26

| COST CATEGORY | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|-----------|----------|----------|----------|----------|----------|----------|
| Initial Planning (up to 20% of total Event cost) | \$7,000 | \$7,600 | \$8,200 | \$8,800 | 9,400 | \$10,000 | \$10,600 |
| Band Coordination (up 20% of total Event cost) | \$7,000 | \$7,600 | \$8,200 | \$8,800 | 9,400 | \$10,000 | \$10,600 |
| Planning, Coordination, and Conducting the Live event (payable after conclusion of Event) | \$21,000 | \$22,800 | \$24,600 | \$26,400 | \$28,200 | \$30,000 | \$31,800 |
| Annual Event Cost | \$35,000 | \$38,000 | \$41,000 | \$44,000 | \$47,000 | \$50,000 | \$53,000 |
| Not-to-Exceed Amount Total | \$308,000 | | | | | | |

Exhibit B Confidential Information Disclosure Statement AGR26-26

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

| | Contractor | County |
|--|----------------------------------|------------------------------------|
| Name: | Pablo Irlando-Wildman | Katherine Hudspeth |
| Title: | CEO | Recreation Superintendent |
| Address: | P.O. Box 275 | 1000 Central Avenue, Suite 310 |
| City/State/Zip: San Cristobal, New Mexico 87564 Los Alamos, New Mexico | | Los Alamos, New Mexico 87544 |
| Email: | Pabloirlando-wildman@hotmail.com | Katherine.hudspeth@losalamosnm.gov |

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.

Attachment A

Exhibit C Site Diagram AGR26-26

Los Alamos County Booths

- Recreation x 2
- Police Department
- Transit

Info Booths:

- TBD

Vendors: - TBD Drone Safety Area during flight. No moving vehiles or people in area.







Exhibit D Sample Planning Form AGR26-26



| Date: | Friday, July 4h 2025 | Event: | Los Alamos 4 th of July Spectacular And Drone Show | | ular And Drone |
|------------|--|--------|--|----------|----------------|
| Headliner: | Fortunate Son-A Creedence Clearwater revival Tribute | Start | 10am | End | 12:00 Midnight |
| Weather: | Sunny (As of 6/30/25) | Sunset | 8:15pm | High/Low | 80/52 degrees |

| CONCERT SCHEDULE | ACTIVITIES | DESCRIPTION |
|---------------------|---|---------------------------------|
| 9:00am – 2:00pm | Stage, VIP Backstage | Sancre |
| 9:00am | Audio Equipment Load In | Sancre Productions |
| 10:00am | 20 th Street Road Closure | Traffic and Streets |
| 10:00am | ADA Parking Lot closed (Lower Justice Center Lot) | LAC - REC |
| 10:00am – 3:30pm | Food Vendor Set Up | LAC REC |
| 1:00pm | Central Ave Closure (from Oppenheimer to 15 th Street) | Traffic and Streets |
| 1:00pm – 3:30pm | Vendor Set Up / Nonprofit Row Set Up / Fire Dept. Inspection | LAC REC & Nonprofit Row |
| 1:00pm – 4:00pm | Headliner Band Load-In And Sound Check & | Sancre Productions |
| | Opening Bands Load-In and Sound Check | |
| 4:00 – 5:00pm | PA Announce #1-Opening Band-Los Alamos Community Winds | Sancre Productions |
| 5:00 – 7:00pm | PA Announce #2-Opening Band-SYZYGY | Sancre Productions |
| 7:00 - 7:15pm | PA Announce #3- 1) National Anthem Michelangelo Lobato Acoustic Rendition 2) Merrick and SMSI Crowd Address | Sancre Productions |
| 7:15 – 9:00pm | Headliner Performance: Fortunate Son | Sancre Productions |
| 9:00pm | Drone Show (~23min) | Sancre Productions/Sky Elements |
| 9:30pm | Final PA Announce- Buses- Good Night | Sancre Productions / LAC |
| 10:30pm | Last Busses Leave-Stage Breakdown in Progress | Sancre Productions/LAC |
| 12:00am | Park Breakdown Complete | Sancre Productions |

| CON | CONCERT PRODUCTION SUPPORT | | | |
|-----|---------------------------------|--|--|--|
| 1. | Expected Crowd Size: | 8,000+ Individuals (All Ages) | | |
| 2. | Location(s) Porta-Potties: | 10 Total (5) Justice Center (5) Teen Center Area – See Map | | |
| 3. | Lost Child Area: | Info Booth – Los Alamos County CSD-in Food Vendor Area 911 Dispatch Booth – located on the hill next to Police Department | | |
| 4. | Fire Department: | Call 911 in case of emergency | | |
| 5. | Receiving Hospital: | Los Alamos Medical Center | | |
| 6. | Security: | Sancre Productions Crowd Safety Trained Staff (3) + Los Alamos Police Dept. (6) | | |
| 7. | Law Enforcement Support: | Call 911 in case of emergency | | |
| 8. | Band Green Room / Sancre Office | N/A | | |
| 9. | Noise Permits | LAC REC | | |
| 10. | Radio Communication | Cell phone group text communication only – no walkie talkies | | |

| COU | COUNTY ON-SITE CONCERT SUPPORT | | | |
|-----|---|--|--|--|
| 1. | County Contractor Coordination | Katherine Hudspeth (505) 709-8641 katherine.hudspeth@lacnm.us | | |
| 2. | Parks Superintendent | Wendy Parker (505) 709-5955 wendy.parker@lacnm.us | | |
| 3. | Parks Asist Superintendent | Manny Abeyta (505) 795-5229 Emanuel.Abeyta@lacnm.us | | |
| 4. | On-site Parks Techs | TBD | | |
| 5. | Recreation Program Manager ADA Parking / Vending | Brendan Tuning (505) 695-3479; Brendan.Tuning@lacnm.us | | |
| 7. | Traffic & Streets Contacts | Daniel Blea.505-500-7460 <u>Daniel.Blea@lacnm.us</u> Daniel Campos: (505) 500-7321 <u>daniel.campos@lacnm.us</u> | | |
| 8. | Los Alamos Police Department | Chris Ross: (505) 663-1874 <u>christopher.ross@lacnm.us</u> – Not on site 6 Dedicated Officers | | |
| 9. | Fire Department | Not on site. Call 911 in case of emergency | | |
| 10. | Public Works – Transit | James Barela (505) 709-7418 <u>james.barela@lacnm.us</u> Lloyd Ami (505) 500-7576 | | |

SANCRE PRODUCTIONS PRODUCTION TEAM

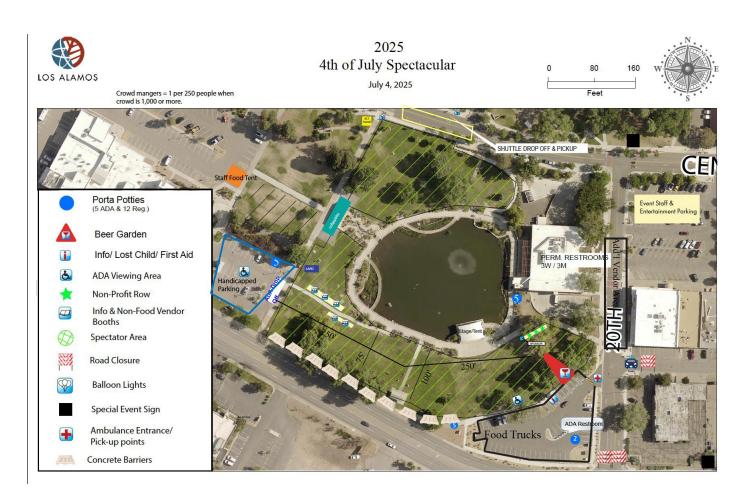
CONCERT DIRECTOR: Pablo Irlando-Wildman (575) 779-2957; pabloirlando-wildman@hotmail.com

SANCRE PRODUCTION ASSISTANTS: (3 Trained Crowd Managers) Contact through Sancre Productions

 ${\tt OTHER\ TALENT\ /\ HOST:\ Tristen\ Martinez\ TBD-\ Contact\ through\ Sancre\ Productions}$

| FEN | FENCING & TRAFFIC & BUSSES | | |
|-----|-------------------------------|---|--|
| 1. | ADA Parking | Brendan Tuning & Staff — Recreation Programming | |
| 2. | Front Stage Area | Crowd Control Barrier to protect stage - 14 Panels Bike Fence | |
| 5. | Traffic Control Jurisdiction: | 4 th of July Spectacular Set-Up | |
| 6. | Atomic City Transit | 4 th of July Spectacular Schedule | |

| COM | COMMUNITY PARTNERS SECTION – LIVE UNITED ROW by UNITED WAY OF NORTHERN NEW MEXICO | | | | |
|-----|---|--------|--|--|--|
| 1. | Cavalry Church | Sancre | | | |
| 2. | Dems | Sancre | | | |
| 3. | Republicans | Sancre | | | |
| 4. | Susan G. Komen Breast Cancer Foundation | Sancre | | | |



4th of July Spectacular - 2025

Road Closure & Parking Areas

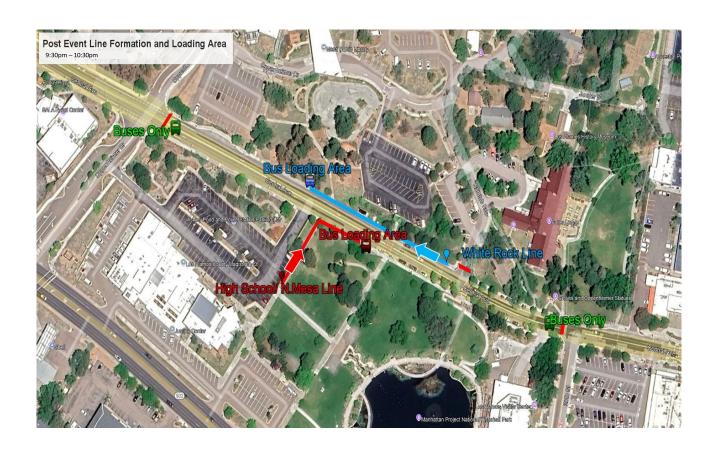


4th of July Spectacular - 2025

Road Closure Map as of 6/16/2025

- Road Closure on Central Ave. from Oppenheimer to 15th Street. This Route will be for Buses only. Each end will have a person to let buses in and out.
- Road Closure on 20th Street, south of Trinity Drive.
- This is where the Drones will be setting up.
 Closure signs in place around LAPS Admin Buidling, to be put in place prior to Drone show as there can not be any activity in the area during the show. See Drone safety map for reference.





| High School - 4th Service | | | | |
|---------------------------|-------------|-------------|------------|--|
| Inbo | ound | Outb | ound | |
| Departs | Arrives | Departs | Arrives | |
| High School | Ashley Pond | Ashley Pond | High Schoo | |
| 3:00 PM | 3:07 PM | 3:10 PM | 3:19 PM | |
| 3:30 PM | 3:37 PM | 3:40 PM | 3:49 PM | |
| 4:00 PM | 4:07 PM | 4:10 PM | 4:19 PM | |
| 4:15 PM | 4:22 PM | 4:25 PM | 4:34 PM | |
| 4:30 PM | 4:37 PM | 4:40 PM | 4:49 PM | |
| 4:45 PM | 4:52 PM | 4:55 PM | 5:04 PM | |
| 5:00 PM | 5:07 PM | 5:10 PM | 5:19 PM | |
| 5:15 PM | 5:22 PM | 5:25 PM | 5:34 PM | |
| 5:30 PM | 5:37 PM | 5:40 PM | 5:49 PM | |
| 5:45 PM | 5:52 PM | 5:55 PM | 6:04 PM | |
| 6:00 PM | 6:07 PM | 6:10 PM | 6:19 PM | |
| 6:10 PM | 6:17 PM | 6:20 PM | 6:29 PM | |
| 6:20 PM | 6:27 PM | 6:30 PM | 6:39 PM | |
| 6:30 PM | 6:37 PM | 6:40 PM | 6:49 PM | |
| 6:40 PM | 6:47 PM | 6:50 PM | 6:59 PM | |
| 6:50 PM | 6:57 PM | 7:00 PM | 7:09 PM | |
| 7:00 PM | 7:07 PM | 7:10 PM | 7:19 PM | |
| 7:10 PM | 7:17 PM | 7:20 PM | 7:29 PM | |
| 7:20 PM | 7:27 PM | 7:30 PM | 7:39 PM | |
| 7:30 PM | 7:37 PM | 7:40 PM | 7:49 PM | |
| 7:40 PM | 7:47 PM | 7:50 PM | 7:59 PM | |
| 7:50 PM | 7:57 PM | 8:00 PM | 8:09 PM | |
| 8:00 PM | 8:07 PM | 8:10 PM | 8:19 PM | |
| 8:10 PM | 8:17 PM | 8:20 PM | 8:29 PM | |
| 8:20 PM | 8:27 PM | 8:30 PM | 8:39 PM | |
| 8:30 PM | 8:37 PM | - | - | |
| 8:40 PM | 8:47 PM | - | - | |
| 8:50 PM | 8:57 PM | - | - | |



| North Mesa - 4th Service | | | |
|--------------------------|-------------|-------------|------------|
| Inbound Outbound | | | ound |
| Departs | Arrives | Departs | Arrives |
| North Mesa | Ashley Pond | Ashley Pond | North Mesa |
| 3:00 PM | 3:11 PM | 3:15 PM | 3:26 PM |
| 3:30 PM | 3:41 PM | 3:45 PM | 3:56 PM |
| 4:00 PM | 4:11 PM | 4:15 PM | 4:26 PM |
| 4:15 PM | 4:26 PM | 4:30 PM | 4:41 PM |
| 4:30 PM | 4:41 PM | 4:45 PM | 4:56 PM |
| 4:45 PM | 4:56 PM | 5:00 PM | 5:11 PM |
| 5:00 PM | 5:11 PM | 5:15 PM | 5:26 PM |
| 5:15 PM | 5:26 PM | 5:30 PM | 5:41 PM |
| 5:30 PM | 5:41 PM | 5:45 PM | 5:56 PM |
| 5:45 PM | 5:56 PM | 6:00 PM | 6:11 PM |
| 6:00 PM | 6:11 PM | 6:15 PM | 6:26 PM |
| 6:15 PM | 6:26 PM | 6:30 PM | 6:41 PM |
| 6:30 PM | 6:41 PM | 6:45 PM | 6:56 PM |
| 6:45 PM | 6:56 PM | 7:00 PM | 7:11 PM |
| 7:00 PM | 7:11 PM | 7:15 PM | 7:26 PM |
| 7:15 PM | 7:26 PM | 7:30 PM | 7:41 PM |
| 7:30 PM | 7:41 PM | 7:45 PM | 7:56 PM |
| 7:45 PM | 7:56 PM | 8:00 PM | 8:11 PM |
| 8:00 PM | 8:11 PM | 8:15 PM | 8:26 PM |
| 8:15 PM | 8:26 PM | - | - |
| 8:30 PM | 8:41 PM | - | - |

Buses will not run between 9:00 PM to 9:30 PM

Post Event Service - buses will leave continually from 9:30p - 10:30p - Last Bus 10:30p



| | White Rock - 4th Service | | | | |
|----------------|--------------------------|-------------------------|----------------|--|--|
| Inb | Inbound | | ound | | |
| White Rock | Central & Mesa | Central & Mesa | White Rock | | |
| Visitor Center | Library | Library | Visitor Center | | |
| 3:00 PM | 3:17 PM | 3:20 PM | 3:37 PM | | |
| 3:20 PM | 3:37 PM | 3:40 PM | 3:57 PM | | |
| 3:40 PM | 3:57 PM | 4:00 PM | 4:17 PM | | |
| 4:00 PM | 4:17 PM | 4:20 PM | 4:37 PM | | |
| 4:20 PM | 4:37 PM | 4:40 PM | 4:57 PM | | |
| 4:40 PM | 4:57 PM | 5:00 PM | 5:17 PM | | |
| 5:00 PM | 5:17 PM | 5:20 PM | 5:37 PM | | |
| 5:20 PM | 5:37 PM | 5:40 PM | 5:57 PM | | |
| 5:40 PM | 5:57 PM | 6:00 PM | 6:17 PM | | |
| 6:00 PM | 6:17 PM | 6:20 PM | 6:37 PM | | |
| 6:20 PM | 6:37 PM | 6:40 PM | 6:57 PM | | |
| 6:40 PM | 6:57 PM | 7:00 PM | 7:17 PM | | |
| 7:00 PM | 7:17 PM | 7:20 PM | 7:37 PM | | |
| 7:20 PM | 7:37 PM | 7:40 PM | 7:57 PM | | |
| 7:40 PM | 7:57 PM | 8:00 PM | 8:17 PM | | |
| 8:00 PM | 8:17 PM | 8:20 PM | 8:37 PM | | |
| 8:20 PM | 8:37 PM | - | - | | |
| 8:40 PM | 8:57 PM | - | - | | |
| | Buses will not run betw | veen 9:00 PM to 9:30 PI | M | | |

bases will not rail between 5.00 mm to 5.50 mm

