

AGR21-58



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Griffin and Associates Marketing dba Sunny505**, a New Mexico corporation ("Contractor"), to be effective for all purposes September 29, 2021 ("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. 21-58 (the "RFP") on April 23, 2021, requesting proposals for Tourism Marketing Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 25, 2021 ("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 September 28, 2021.

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

SECTION A. SERVICES: Contractor shall provide the following Services:

1. Account Management:

a. Marketing Plan.

Contractor shall prepare an annual Marketing Plan that provides a Market Assessment, summary of previous year's Performance Report, and outlines the goals, objectives, performance measures and specific tactics and programs for achieving and reporting the goals, objectives, and performance measures.

The Marketing Plan shall include the following:

- i. targeted media for public relations outreach;
- ii. media outreach;
- iii. special event marketing;
- iv. social media marketing efforts within the total annual budget, as seen in Exhibit "A", attached hereto and made a part hereof for all purposes;
- v. recommendations on how to best utilize this budget (public relations, event marketing, etc.) to achieve an annualized increase in the number of targeted visitors, as defined in Tourism Marketing Performance Data Section A(1)(d) herein; and
- vi. provide a template for which all approved and potential projects, as determined by County's Project Manager, shall be assessed and shall



include a review and production schedule, budget impacts (direct costs, plus overhead and/or contractor fees), target audiences, consistent messages (slogans), media (advertising, web, story placement, event, social media, etc.), and return on investment ("ROI").

Within sixty (60) days of the Effective Date of this Agreement, Contractor shall provide its preliminary draft of the Marketing Plan to the County's Project Manager. This initial Marketing Plan for Year One of this Agreement shall include all of the items listed above as well as the following:

- i. How to increase Lodgers Tax revenue to FY19 (pre-COVID 19 pandemic) levels for year one (1);
- ii. Obtain at least four (4) A-List media placements (publications with at least 500,000 readers or viewers);
- iii. How to increase the total number of earned media stories by at least ten percent (10%) and results for the destination along that path;
- iv. How to increase Social Media followers by at least twenty-five percent (25%) for FY22; and
- v. How to increase Web Traffic by at least twenty-five percent (25%) for FY22.

The preliminary draft shall be presented to County's Project Manager to review, provide comments on, and approve. The final Marketing Plan shall be delivered to the County Project Manager, by December 31, 2021.

Each year of the Agreement thereafter, Contractor shall update the Marketing Plan. A preliminary draft shall be presented to County's Project Manager to review, provide comments on, and approve. The final Marketing Plan shall be delivered to the County Project Manager, by September 1. Contractor shall present final draft to Lodgers' Tax Advisory Board ("LTAB") at the September Meeting.

- b. **Monthly Results Report.** Contractor shall prepare a Monthly Activity Report to be presented in advance by email or conference call to the County's Project Manager and, in person or remotely, to LTAB at its monthly meetings. The report shall include a list of all media placements with the advertisement value derived from the story, including circulation; annual metrics with current status; and recommended changes as a result of last month performance/actions and/or quarterly trends.
- c. **Meetings.** Contractor shall participate in the following meetings, either in-person or remotely:
 - i. Twelve (12) monthly LTAB and Tourism Implementation Task Force meetings, approximately two (2) hours per meeting; and
 - ii. Up to two (2) strategic marketing meetings per contract year, as determined by the County, with the County's Project Manager, other County staff, Tourism Implementation Task Force and/or LTAB.
- d. **Tourism Marketing Performance Data:** Based on the target audience(s), as identified by County's Project Manager, markets and media platforms defined in the Marketing Plan, Contractor shall identify specific metrics, collect data and analyze the performance of marketing efforts and their effectiveness in terms of increased visitation and in-market spending (Lodgers' Tax revenues and Gross Receipts Tax) and measurable Return On Investment ("ROI") to include:

- i. Metrics. Contractor shall identify the specific types of data that shall directly inform tourism marketing creative, media and distribution decisions, which Contractor shall present to County's Project Manager, for approval. These shall include but are not limited to:
 1. Household demographic data;
 2. Household psychographic data;
 3. Consumer spending in County, and spending analysis;
 4. Competitor analysis – define which communities compete for Los Alamos Tourism customers and create detailed profiles on each of the major competitors, to identify opportunities to cross promote with neighboring communities;
 5. Verified hotel bookings;
 6. Tracking the intention of visitors who intend to travel to County, collected through travel bookings, advertisement clicks and search activity;
 7. Public Relations media placements and circulation (readers/viewers), including "A-List" publications with at least 500,000 readers/viewers;
 8. Social Media "Likes" and shares on Visit Los Alamos Facebook page, @VisitLosAlamos Instagram page and tourism partner sites including local attractions and regional and state platforms;
 9. Website visits and engagements, including, but not limited to, Google Analytics demonstrating viewer behavior in terms of page views, time spent and actions;
 10. Visitation recorded at attractions and visitor centers;
 11. Lodgers' Tax revenue;
 12. Revenue per available room ("Revpar") statistics;
 13. Gross Receipts Tax ("GRT"); and
 14. Post-advertising campaign insight metrics to allow for optimization of advertising campaigns in future periods.

- ii. Data Sources. Contractor shall select data sources for all recommended metrics and establish relationships and mechanisms to collect the desired data at regular intervals to include in reports. Data sources shall include and not be limited to:
 1. Sojern, a reporting tool that utilizes artificial intelligence and travel intent data to drive direct demand via digital advertising platforms;
 2. Data Reporting Software or Subscription, recommended by Contractor and approved by County, which tracks and allows reporting on cell phone geolocation data, household demographic data, household psychographic data, consumer spending in County, spending analysis, competitor analysis (which other local regions compete for visitors) and assists in data-driven location-based advertising;
 3. Discover Los Alamos, which provides visitation and visitor materials data;
 4. County Finance Division, which provides Lodgers' Tax revenues information; and
 5. Lodging Establishments, which shall provide hotel occupancy x daily rate = RevPar.

- iii. Tool. Contractor shall develop a tool based on industry best practices and which shall be acceptable to County, for entering, monitoring and evaluating Tourism Marketing campaign performance that is in a format compatible with County's software systems for access, printing, editing and distribution by the County's Project Manager. Contractor shall present data in a format that can be readily interpreted by the County Council and general public that demonstrates the ROI. The Tool shall be due no later than sixteen (16) weeks from the Effective Date of this Agreement. Annual revisions to the tool shall be completed by Contractor to conform with County's needs and the Marketing Plan, and are due within the first sixteen (16) weeks of each successive year. The tool shall provide the outline for the Monthly Tourism Marketing Data Results Reports.
 - iv. Monthly Tourism Marketing Data Results Reports. Upon County's request, Contractor shall provide monthly reports, including an executive summary plus backup data from each data source to provide a comprehensive analysis of tourism activity and its impacts. Contractor shall present in advance by email or conference call to the County Project Manager and, in person or remotely, to LTAB at its monthly meetings. The report shall include annual metrics with current status, and recommended changes as a result of the last month's performance/actions and/or quarterly trends.
- e. **Performance Report and Presentation.** Within the first quarter of each calendar year, Contractor shall develop a report based on industry best practices for the purposes of entering, monitoring and evaluating Tourism Marketing campaign performance. The report shall be in a format acceptable to the County. Contractor must present the Performance Report in a format that can be readily interpreted by the County Council and general public that demonstrates the ROI and following goals and performance measures identified by County.

For Year one (1) of this Agreement, the below criteria shall be used by Contractor to develop the Performance Report:

- i. Increase Lodgers Tax revenue to FY19 (pre-COVID 19 pandemic) levels for year one (1);
- ii. Obtain at least four (4) A-List media placements (publications with at least 500,000 readers or viewers);
- iii. Increase the total number of earned media stories by at least ten percent (10%) and results for the destination along that path;
- iv. Increase Social Media followers by at least twenty-five percent (25%) for FY22; and
- v. Increase Web Traffic by at least twenty-five percent (25%) for FY22.

For each subsequent year of this Agreement, the performance measures shall be determined by the Tourism Marketing Data collection process and approved by the County's Project Manager, LTAB, and County Council.

- f. **Website Data Migration and Website Maintenance:** At County's sole option, Contractor shall conduct data migration from the current Los Alamos County Tourism website to a future website platform, determined by County. Contractor shall provide up to fifty (50) hours of data migration services paid in accordance with the rate schedule set out in Exhibit "A." If opted by County, Contractor shall provide

routine maintenance for a future website, paid in accordance with the rate schedule set out in Exhibit "A."

2. **Graphic Design and Production:** Contractor shall work with the County's Project Manager to create a variety of marketing collateral pieces and ads. Once created, Contractor shall utilize such marketing collateral materials in advertisements as determined in the Marketing Plan and as approved by County's Project Manager. Marketing collateral shall be utilized in all marketing outreach including:
 - a. Print ads.
 - b. Social media ads.
 - c. Digital ads.
 - d. Outdoor advertising (digital and static).
 - e. Postcards.

3. **Public Relations:**
 - a. Contractor shall develop and provide County with an annual Public Relations ("PR") calendar, set to the County's Fiscal Year ("FY"), due each year by June 30, which shall include monthly reporting and tracking of PR performance, identification of "A-List" publications (with at least 500,000 circulation) in target demographic or niche markets, photo and video images with press releases and itineraries, as appropriate, and pitch events, anniversary and unique experiences to NMTD for seasonal and event electronic newsletters to amplify PR effort.
 - b. **Event Support:** Contractor shall identify and attend and support County's efforts in up to four (4) events per contract year. Contractor shall seek approval of the County's Project Manager for each event selected. Contractor shall provide staffing, logistics (set-up and wrap-up services), creative, materials and public relations, as well as a report of event performance measures, report shall be due within two (2) weeks of event wrap up. Events shall be positioned to generate visitors to Los Alamos County. Targeted events for year one (1) of the Agreement are as follows:
 - i. Albuquerque International Balloon Fiesta (October 2021)
 - ii. New Mexico United Booth Night (May 2022)
 - iii. Contractor shall work with County to identify up to two (2) additional events.

4. **Social Media Management:**
 - a. Contractor shall meet the goal of increasing social media followers from FY 2019 levels in Year One with additional growth in each subsequent FY, on the Los Alamos Instagram account @visitlosalamos and Facebook page per the Marketing Plan.
 - b. Contractor shall develop a Social Media Strategy and Plan that coordinates content with public relations and advertising campaigns, and identifies and tracks metrics that tie to paid and earned marketing efforts, including video, digital and social ads, and increase the use of photos and videos in social media.
 - c. Contractor shall execute the Social Media Plan, via a strategic mix of organic and paid posts. The Social Media Plan shall intersperse posts that highlight and engage participation in Los Alamos Where Discoveries Are Made and a-HA! brand and offerings.
 - d. Contractor shall assess and update Social Media Plan post-campaign placements and update, as needed. Additional posts sourced by New Mexico Tourism Department ("NMTD") or other additional sources shall be included in the social media plan.

5. **Monthly Electronic Newsletters.** Contractor shall produce and distribute e-newsletters upon written request of the County's Project Manager to identified visitors to Los Alamos to encourage repeat visitation. The e-newsletters shall highlight scheduled activities obtained from the Visitor Operations and Management contractor and other tourism websites.
6. **New Mexico True Cooperative Advertising:** New Mexico Cooperative Advertising Grant. As a New Mexico True Certified advertising agency, Contractor shall work with County to purchase the fixed rate media buys and content options being offered by the New Mexico Tourism Department ("NMTD"). Under the direction of the County's Project Manager, Contractor shall manage communication with and approvals for advertising from NMTD. Contractor shall be responsible for development and management of advertising content for the Cooperative Advertising Grant, to include, but not be limited to: Social media content amplification, print advertising and advertorial content, YouTube, Instagram and Facebook advertising and digital billboards, and other platforms and media proven to cost-effectively reach and influence County's target audiences.
7. **Additional Digital/Social/Streaming/TV:**
 - a. **Digital Assets Production.** Contractor shall develop video production recommendations that include suggested updated and/or repurposing of current video products, as well as proposed future video productions, such as a series of fifteen (15) to thirty (30) second videos that can be used for advertising, and provide a suggested digital asset production schedule. Contractor shall present recommendations and proposed schedule to County's Project Manager for review and approval. Upon County approval, Contractor shall commence development of the video products. All videos shall be traveler-centric, emotive videos that compel a visitor to take action. Contractor shall manage all aspects of video production, placement and distribution, including concept, script, the review and approval process, subcontracting for talent, and production and post-production services.
 - b. **Other Print & Digital Advertising.** Contractor shall work with the County's Project Manager to identify non-New Mexico True advertising opportunities for review and approval. Upon County approval, Contractor shall implement all such advertising opportunities.
 - c. **Collaborative Tourism Efforts.** Contractor shall coordinate with the County's Visitor Operations and Management contractor to ensure consistent, collaborative and quality products and services for the following tourism activities and events:
 - i. *New Mexico Tourism Department's "New Mexico True" Campaign.* Coordinate advertising efforts, programming and promotions and engage local and area businesses and attractions to meet the New Mexico Tourism Department's ("NMTD") criteria for designating and promoting Los Alamos as an "NM True Destination."
 - ii. *Local Partnerships Coordination and Collaborations.* Coordinate tourism marketing efforts with the Los Alamos Creative (Arts and Cultural) District, Los Alamos MainStreet, Los Alamos Chamber of Commerce, and local and regional business organizations, as well as other County departments, boards, commissions and committees, as appropriate.
 - iii. *Event Sponsorships/Participation.* Identify and promote local events that market to audiences outside the fifty (50) mile radius around Los Alamos County as part of a "destination fulfillment" program to encourage event participants and their friends and families to extend their stay and avail

themselves of Los Alamos assets and attractions in addition to the event. Contractor shall provide staffing, logistics, creative, materials and/or public relations, as well as a report of performance measures.

- iv. *Bandelier Shuttle Program.* Identify and employ marketing opportunities involving the White Rock Visitor Center and Atomic City Transit and their respective staff to enhance the Bandelier tourists' experience and encourage visitation to White Rock and Los Alamos businesses and attractions, as well as overnight stays at Los Alamos lodging establishments.
- v. *Grant Funding.* In addition to the NMTD Marketing Cooperative Grant, participate, as needed, in other grant opportunities that contribute funding to key tourism marketing goals.

SECTION B. TERM: The term of this Agreement shall commence September 29, 2021, and shall continue through August 30, 2025, 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 FIVE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$519,750.00) exclusive of NMGRT. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A".
- 2. **Monthly Invoices.** Contractor shall submit itemized monthly 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.

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 will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** Insurance with the following minimum coverage: ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books

of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor

shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.

- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Marketing Specialist
Incorporated County of Los Alamos
1000 Central Avenue, Suite 150
Los Alamos, New Mexico 87544

Contractor:

Joan Griffin, CEO
Griffin and Associates, Inc.
119 Dartmouth Drive, SE
Albuquerque, New Mexico 87106

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Steven Lynne* 9/29/2021

STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

Kathryn S. Thwaites for

J. ALVIN LEAPHART
COUNTY ATTORNEY

GRIFFIN AND ASSOCIATES MARKETING INC, A NEW MEXICO CORPORATION

BY: *Joan Griffin* 9/30/2021

JOAN GRIFFIN **DATE**
CEO

Exhibit "A"
Compensation Rate Schedule
AGR21-58

Fees for Services shall be based on time actually spent rendering Services satisfactory to County using the following hourly rates for each of the Costs by Functions identified below:

Role	Rate	Rate Interval	Notes
Principal	\$ 150.00	Hourly	
Public Relations	\$ 125.00	Hourly	
Videography/Photography	\$ 95.00	Hourly	Capped at \$2500 per day
Creative Direction	\$ 105.00	Hourly	
Graphic Design	\$ 95.00	Hourly	
Website Design	\$ 125.00	Hourly	
Website Programming	\$ 95.00	Hourly	
Social Media Management	\$ 75.00	Hourly	

Costs by Function Not to Exceed Amounts per Year	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate
Account Management	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Graphic Design/Production	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Public Relations	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Social Media Management	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Electronic Newsletters	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
NM True Cooperative Advertising	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Additional Digital/Social/Streaming/TV	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00
Website Data Migration 50 hours @ \$95/hour	\$ -	\$ 4,750.00	\$ -	\$ -
Data Reporting Software or Subscription	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Website Maintenance – New Site	\$ 0	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
	\$ 117,500.00	\$ 137,250.00	\$ 132,500.00	\$ 132,500.00

TOTAL NOT TO EXCEED AMOUNT \$ 519,750.00