



## 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 **Los Alamos Historical Society**, a New Mexico nonprofit corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes July 1, 2025 ("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. 25-35 ("RFP") on December 30, 2024, requesting proposals for Historical Museum and Education Program ("Services"), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated January 23, 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 June 10, 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, the Parties agree as follows:

### **SECTION A. SERVICES:**

- 1) **Contractor Services.** For each County fiscal year (July 1 – June 30), Contractor shall:
  - a) Maintain displays, exhibits, programs, and conduct other activities, including the homestead and historical walking tours, relating to the history of Los Alamos in both the Los Alamos History Museum ("Museum") and Fuller Lodge Complex.
  - b) Disseminate information to the public regarding activities of the Museum by use of the news media, social media, newsletters and other appropriate means of announcing activities and events.
  - c) Evaluate the condition of the historical walking tour signs and homestead markers annually and make written recommendations to the County Community Services Director or designee for any recommended repairs or replacements.
  - d) Collaborate with County staff on homestead and walking tour maps, to be printed by County, made available at Museum, and posted online at [losalamoshistory.org](http://losalamoshistory.org) by Contractor.
  - e) Staff and operate the Museum and a Museum shop within the Museum, keeping these facilities open to the public during hours that shall provide for maximum public access, at least five (5) days per week, within available funding levels.

- f) Maintain oversight of Museum collections in an archive in keeping with standard museum practices of preservation, conservation, and insurance requirements.
- g) Provide monitored access to the archival collections for researchers and scholars.
- h) Collaborate with other local or regional cultural services providers on a minimum of four (4) events, activities, or programs during each fiscal year.
- i) Create specific history education programs of interest to both youth and families in Los Alamos and surrounding areas within the available funding levels and in the following manner:
  - i) Provide history-related programming and Services aimed at young people such as, but not limited to, school field trips that are available to all grade levels; visits to local and surrounding area school classrooms; summer programs for youth; events for families, adult lectures; and Graduation Point hikes.
  - ii) Develop and market the events, programs, and Services of the Museum.
  - iii) Work with local and surrounding area schools to promote the use and visitation of the collections and activities of the Museum by providing regular visits to elementary and middle school classrooms with a variety of topics of historical relevance, as well as annual support to high school students for National History Day.
  - iv) Coordinate teams of volunteers and/or interpreters of Los Alamos history, providing at least one (1) session of docent education/training, for free and open to the public, per fiscal year.
- j) Promote visitation to the Museum, Fuller Lodge, Manhattan Project National Historical Park, and the Los Alamos downtown area through various methods including, but not limited to, membership in the New Mexico True program, partnerships with the Los Alamos and White Rock Visitors Centers and Manhattan Project National Historic Park, and the creation of exhibits which draw visitors to downtown Los Alamos.
- k) Manage resources related to history education and/or local historical preservation.
- l) Survey participants and community members throughout the Term of this Agreement to collect feedback and input into Contractor's programs, events and activities, and utilize this information in the planning, design, and implementation of new and existing programs.
- m) Adhere to accessibility standards and best practices and comply with any applicable laws, and regulations, including but not limited to Americans with Disability Act ("ADA") standards, in providing Services. It is expected that Contractor has and maintains knowledge of applicable ADA standards, laws, and regulations.

**2) Deliverables.** Contractor shall provide:

- a) Quarterly progress reports, in a format provided by County, covering each three (3) month period of the Term of this Agreement, with the first period beginning July 1, 2025. The reports shall include financial and programmatic information related to Contractor's programs, events, and Services, as well as an overview of survey data related to Section A.1.1 The reports shall be provided to the County Community Services Director within thirty (30) days after the end of each reporting period.
- b) A copy of an annual financial review performed by an independent party with acknowledged financial experience, or an audit performed by an accountant or accounting firm. This review must be provided to the County Community Services Director no later than December 31 of each year during the Term of this Agreement. This review shall include, at a minimum, all financial records relating to the Agreement.
- c) Information regarding applications for grants, if applicable, or solicitations for other funding sources related to this Agreement and the status of the applications or solicitation efforts. Grant applications that involve the County in any way must be approved by County prior

to application submission. In the event that County agrees to be designated as a fiscal agent for any grant funds:

- i) All grant applications shall follow County's procedures regarding pre-approval prior to the submission of a grant application; and
- ii) All grant-required documentation and reporting shall also be prepared by Contractor and submitted for review to County; and
- iii) All grant correspondence prepared by Contractor must be reviewed and approved by County prior to submission to the granting agency.

**3) Premises.**

- a) For use of any Premises identified below that is not an exclusive use, Contractor shall schedule the use with the County's Fuller Lodge Rental Office, according to the County's scheduling policies.
- b) County shall provide Contractor with the use of the following facilities (hereinafter referred to as the "Premises") during the Term of this Agreement as follows:
  - i) Exclusive use of the building in the Fuller Lodge Complex known as the Los Alamos History Museum, located at 1050 Bathtub Row, Los Alamos, New Mexico, solely for the purpose of providing the Services.
  - ii) Exclusive use of rooms 234, 239, 240, 242, 247, and 250 on the second floor of the Fuller Lodge West Wing.
  - iii) Exclusive use of rooms 206, 207, 208, 209, 210, 211, 212, 280, 281, 282, 283, 284, 285, 286, and 287 on the second floor of Fuller Lodge North Wing for office space, exhibit preparation, educational activities, solely for the purposes of providing the Services.
  - iv) Exclusive use of rooms 177, 179, 181, 182, 183, and 184, on the first floor of the Los Alamos Municipal Building, are to be used by Contractor for office space, archival storage, preparation of archival materials, and public access for research purposes, solely for the purpose of providing the Services. Room 185 on the first floor of the Los Alamos Municipal Building shall be shared with Los Alamos County Records Management.
  - v) Priority use of Room 252 on the second floor of the Fuller Lodge West Wing provided that advance reservations are made through the Fuller Lodge Reservation Office. Room reservations can be made up to one (1) year in advance.
  - vi) Occasional use of other meeting rooms at Fuller Lodge provided advance reservations, which can be made up to one (1) year in advance, are made through the Fuller Lodge Rental Office.
  - vii) Meeting room space with standard setup shall be provided free of charge for regular, organizational meetings provided there is availability, and reservations are made through the Fuller Lodge Rental Office.
  - viii) Space in Fuller Lodge shall be made available to Contractor free of charge for events and programs that support fulfilling the scope this Agreement as outlined in Section A(1) Services above, provided there is availability, and reservations are made in advance through the Fuller Lodge Rental Office.
  - ix) Boards and Commission Room 110 in the Municipal Building may be used up to four (4) times per year for Archive and Collections programs provided that advance reservations are made through the Fuller Lodge Reservation Office. Room reservations can be made up to one (1) year in advance.
- c) The Premises may only be used for purposes of providing the Services as outlined in the Section A(1) Services of this Agreement, and related uses such as offices and storage,

and other uses supporting Contractor's purpose in offering and providing the Services described herein to the community, provided however, that County may withdraw, at its sole discretion, the provision of the Premises to Contractor with thirty (30) days written notice without terminating this Agreement. At its sole discretion, County may designate, in writing, additional or alternative space for use by Contractor, but such additional or alternative space is subject to the same right of withdrawal with notice. Any additional or alternative space assigned to Contractor shall be included in the term "Premises" for purposes of this Agreement. County may assign different Premises or space, or relocate Contractor to another location within County facilities, based on the needs of County, with thirty (30) days written notice to Contractor.

- d) Diagrams of the location of the Premises are attached hereto as Exhibit C and made a part hereof for all purposes.
- e) Unless County notifies Contractor in writing otherwise, Contractor, its employees, members, volunteers and activity patrons are granted non-exclusive rights to use, in common with others, the parking spaces, drives, walks, entrance ways and restrooms located on County property in which the Premises are located.
- f) Contractor shall not permit anyone other than Contractor's employees, members, volunteers, contractors, agents and activity patrons to use the Premises, except as expressly provided in this Agreement. Contractor shall be allowed to charge a reasonable admission fee for the History Museum, as outlined below, or other facilities as determined by the County.
  - (1) A reasonable admission fee shall generally be commensurate with fees charged by other history museums in the surrounding region. The admission fee shall be FIVE DOLLARS (\$5.00) per person, excluding Los Alamos County residents, youth under 17, Historical Society members in good standing, veterans, and active-duty military personnel. Any request for increases or decreases in the admission fee by Contractor shall be submitted in writing and must be agreed upon by County prior to Contractor changing the fee.
  - (2) Contractor shall remit to County ten percent (10%) of the admission fees collected and Contractor is entitled to retain the remaining ninety percent (90%). All admission fees collected each month shall be reported to County in the monthly invoice. County's portion of the admission fees collected 10% shall be subtracted from the monthly amount paid by County to Contractor for Services required under this Agreement. Contractor's portion of admission fees collected shall only be used by Contractor to supplement or enhance Services, including but not limited to application toward repair or replacement costs related to the Services provided under this Agreement.
  - (3) Contractor shall not impose any other charges for the use of the Premises or any part of the Premises by Contractor's employees, members, volunteers or activity patrons; provided, however, that nothing in this paragraph shall prohibit Contractor from offering classes or providing other activities contemplated hereunder, requiring payment for the class or activity, and paying an instructor, facilitator, or other person to run or manage the class or activity. With the express and specific prior written consent of County, which Contractor may obtain via County-required forms including, but not limited to, the County's Indoor Facility Use Application, and the Fuller Lodge Use Application, Contractor may allow use of the Premises or a part thereof by one (1) or more non-profit entities, including Contractor, for fundraising purposes. Any request for the consent of County for these purposes shall include the name of the non-profit entity; a description of the purpose for which the fundraiser shall be held; a description of anticipated activities at the

fundraiser; the number of likely visitors to the facility as a result of the activity; a description of how the community shall benefit from the fundraiser or the activity for which funds shall be raised; the particular space required; information regarding alternative locations for the fundraiser; and the duration of the fundraiser. Any costs and liabilities associated with the fundraiser, including, without limitation, janitorial and setup costs, shall be assumed and paid in full by the nonprofit entity or Contractor.

- g) Contractor is allowed to conduct retail sales out of a portion of the Premises at 1050 Bathtub Row, identified as the History Museum Shop, to support Contractor's Services. Should Contractor wish to allow any additional retail uses of the Premises, Contractor shall notify County at least thirty (30) days in advance of the proposed use and the notice shall include the name of the entity, entities or persons who shall receive the proceeds; a description of how the retail sales support the purposes of this Agreement; a description of the community purpose for which the retail sales shall be allowed and proposed restrictions on the use of the proceeds from the retail sales, if any; the number of likely additional visitors to the facility as a result of the retail activity; a description of how the community shall benefit from the retail activity, the particular space required; information relating to alternative locations for the retail activity; and the duration of the retail activity. The retail use shall not commence unless and until County has authorized the use, and only to the extent and on the conditions specified by County, in writing.
- h) Contractor shall provide security and supervision of the Premises and portions of any related facilities assigned for Contractor's use, subject to County's policies. Any installations or modifications for security and supervision must be approved by County prior to work.
- i) Contractor shall be responsible for and pay any and all costs related to the installation, monitoring, and maintenance of any and all alarm systems required for Contractor's use of the Premises. Any installations or modifications must be approved by County prior to work.
- j) Except as approved by County in Sections A(3)(i) and A(3)(m), County shall provide all reasonable labor, services, supplies and materials required for the upkeep, maintenance, and repair of the Premises, including custodial and janitorial services. The level of custodial and janitorial services deemed reasonable shall be the same level of service provided for other similar County facilities according to guidelines prepared annually by the County Facilities Division. Copies of the current guidelines shall be provided upon request.
- k) County shall pay all reasonable charges for water, electricity, gas, sewer, refuse, and other utilities attributable to the Premises.
- l) Contractor shall be responsible for and pay any and all telecommunication charges and equipment, including installation, monthly charges or fees, cost of lines, phones, cable television, internet services, computers and all other related telecommunications equipment. Contractor shall not arrange for the installation of any telecommunications services, lines, or equipment without prior written consent from the County. Contractor shall not access County infrastructure or equipment on the Premises. County infrastructure and equipment shall be only accessible by County staff or designee(s), and shall not be made accessible to or accessed by Contractor, its employees, agents, volunteers, or members or patrons of the Premises without County's consent.
- m) The Premises may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County.

- n) Contractor shall not make any alterations, additions or improvements to the Premises, or to any County property contained thereon, without the prior written consent of County. Title to all alterations, additions or improvements to the Premises shall vest in County, except as otherwise authorized in writing by County.
- o) To protect the health and safety of the public or any person or persons using or occupying the Premises, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with its use of the Premises and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body. Upon written request from the Contractor, or in the event of cancellation of Services by County or other applicable governing body, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted. Contractor shall make decisions regarding hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- p) Smoking and vaping in the buildings and in the Premises are prohibited. It shall be the responsibility of Contractor to enforce this prohibition within the enclosed or public premises used or occupied by Contractor during the Term of this Agreement in accordance with the provisions of Chapter 18 Article IV of the Code of the Incorporated County of Los Alamos.
- q) County is the owner of any keys to the Premises or other space on County property and shall have the right to inspect the work and activities of Contractor in connection with its use of the Premises at such times and in such a manner as County may deem reasonably appropriate. County reserves the right to enter the Premises for building maintenance and repair at such times and in such a manner as the County deems necessary. No keys to the Premises shall be provided by Contractor, or at the request of Contractor, to any other party. Any individual authorized to have a key to the Premises shall maintain the key within his or her control at all times. Contractor is prohibited from copying keys to the Premises and a violation of this provision shall constitute grounds for immediate termination of the Agreement. Contractor may request from County keys to the Premises and provide those keys to individuals authorized to receive them in accordance with the County's approved Key Policy – Cultural Service Contractors (Index #1701) (the "Key Policy"). Contractor shall assure that all individuals responsible for keys issued to them comply fully with the Key Policy.
- r) County shall provide space for one (1) trifold brochure or third-cut cardstock (a "rack card") for Contractor in its designated brochure rack in the west vestibule of the Municipal Building located at 1000 Central Avenue, so that Contractor may promote its Services or events. If Contractor wishes to utilize this option, a request for this space must be made to the Contract Manager upon the execution of this Agreement. If requested, County shall label the trifold slot in the rack with Contractor's name and keep that space open for their exclusive use. Other sizes of brochures, postcards or 8-1/2 by 11 flyers, business cards or other loose materials shall not be left on the counter-top in the vestibule. Storage of multiple brochures in the same rack slot is not permitted. For best visibility, the trifold brochure or rack card should be designed to display top half information with Contractor's Name and Service/Location or Event on the front, as it may be staggered in rows among other Contractor brochures in the rack. County shall not store additional flyers for Contractor inside the vestibule storage space. County shall not display material to promote other individuals, groups or organizations affiliated with or sponsored by Contractor. If the space in the vestibule rack is requested and designated, but is consistently not used or

kept restocked, County reserves the right to discontinue exclusive use of the space and the space shall return to County for its own use.

- s) On a monthly basis when available, County shall allow Contractor to promote one (1) event through its weekly "County Line" e-newsletter which is generally e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain time, date, location and at least one of the following: a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication if it is to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text shall only be included once in the newsletter per event, and shall not promote events more than fourteen (14) days prior to the start of the event. County shall not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor. County reserves the right to suspended or terminate its "County Line" e-newsletter at any point during the Term of this Agreement.

**SECTION B. TERM:** The Term of this Agreement shall commence July 1, 2025, and shall continue through June 30, 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 TWO MILLION FOUR HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$2,413,675.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County showing amount of compensation due (offset by the reduction for the 10% of admission fees collected pursuant to Section A(3)(f)), the total amount of admission fees collected, amount of any NMGR, and the 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 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; 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. 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:

Senior Management Analyst  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 310  
Los Alamos, New Mexico 87544  
E-mail: linda.lindstrom@lacnm.us

Contractor:

Executive Director  
Los Alamos Historical Society  
Post Office Box 43

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

Los Alamos, New Mexico 87544  
E-mail: [execdirector@losalamoshistory.org](mailto:execdirector@losalamoshistory.org)

**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.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE**  
**ANNE W. LAURENT**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**LOS ALAMOS HISTORICAL SOCIETY, A NEW MEXICO  
NONPROFIT CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**TODD NICKOLS**  
**EXECUTIVE DIRECTOR**

**Exhibit A**  
**Compensation Rate Schedule**  
**AGR25-35**

Cost Category	FY26	FY27	FY28	FY29	FY30	FY31	FY32
Operations and Management	\$145,404	\$149,766	\$154,259	\$158,887	\$163,653	\$168,563	\$173,620
Education	\$68,103	\$70,146	\$72,250	\$74,418	\$76,651	\$78,950	\$81,318
Archives Maintenance	\$101,493	\$104,538	\$107,675	\$110,904	\$114,231	\$117,658	\$121,188
Total	\$315,000	\$324,450	\$334,184	\$344,209	\$354,535	\$365,171	\$376,126

- A. Direct compensation for July 1, 2025 to June 30, 2026 (FY26):** An annual amount not to exceed THREE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$315,000.00) to be paid in Twelve (12) monthly payments of TWENTY-SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$26,250.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- B. Direct compensation for July 1, 2026 to June 30, 2027 (FY27):** An annual amount not to exceed THREE-HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$324,450.00) to be paid in Eleven (11) monthly payments of TWENTY SEVEN THOUSAND THIRTY-EIGHT AND 00/100 DOLLARS (\$27,038.00) and One (1) monthly payment of TWENTY-SEVEN THOUSAND THIRTY-TWO AND 00/100 DOLLARS (\$27,032.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- C. Direct compensation for July 1, 2027 to June 30, 2028 (FY28):** An annual amount not to exceed THREE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$334,184.00) to be paid in Eleven (11) monthly payments of TWENTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$27,849.00) and One (1) monthly payment of TWENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND 00/100 DOLLARS (\$27,845.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- D. Direct compensation for July 1, 2028 to June 30, 2029 (FY29):** An annual amount not to exceed THREE HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED NINE AND 11/100 DOLLARS (\$344,209.00) to be paid in Eleven (11) monthly payments of TWENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS (\$28,684.00) and One (1) monthly payment of TWENTY EIGHT THOUSAND SIX HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$26,685.00), each payment offset by the reduction for the 10% of the

admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.

- E. Direct compensation for July 1, 2029 to June 30, 2030 (FY30):** An annual amount not to exceed THREE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$354,535.00) to be paid in Eleven (11) monthly payments of TWENTY-NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND 00/100 DOLLARS (\$29,545.00) and One (1) monthly payment of TWENTY-NINE THOUSAND FIVE HUNDRED FORTY AND 00/100 DOLLARS (\$29,540.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- F. Direct compensation for July 1, 2030 to June 30, 2031 (FY31):** An annual amount not to exceed THREE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SEVENTY-ONE AND 00/100 DOLLARS (\$365,171.00) to be paid in Eleven (11) monthly payments of THIRTY THOUSAND FOUR HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$30,431.00) and One (1) monthly payment of THIRTY THOUSAND FOUR HUNDRED THIRTY AND 00/100 DOLLARS (\$30,430.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- G. Direct compensation for July 1, 2031 to June 30, 2032 (FY32):** An annual amount not to exceed THREE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED TWENTY-SIX AND 00/100 DOLLARS (\$376,126.00) to be paid in Eleven (11) monthly payments of THIRTY-ONE THOUSAND THREE HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$31,344.00) and One (1) monthly payment of THIRTY-ONE THOUSAND THREE HUNDRED FORTY-TWO AND 00/100 DOLLARS (\$31,342.00), each payment offset by the reduction for the 10% of the admission fees collected pursuant to Section A(3)(f), payable in accordance with Section C. Compensation, of the Agreement.
- H. Indirect Compensation:** County shall provide use of the Premises, with an estimated annual value of ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00); and reasonable janitorial care, utilities, and maintenance of the Premises, with an estimated annual value of ONE HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$121,000.00).
- I. In Kind Use of Facilities:** During the term of this Agreement, in consideration for the Services provided by Contractor, County shall generally waive the rental fees associated with Contractor's use of public facilities in Fuller Lodge and other County facilities, depending upon availability, and provided that Contractor abides by the terms and conditions established by County for use of County facilities - LAC Administrative Guideline #1735, Use and Rental of County Buildings. If County determines that rental fees are to be charged, the rate for Contractor's use of County facilities for Contractor-sponsored activities shall come under the category of "Community Benefit Events."

As determined by County, Contractor may be responsible for charges associated with special events services including, but not limited to set-ups, take-downs, cleaning and other special services at the current County rates.

The rental fee waiver shall not be extended to any other non-profit or other group associated with or sponsored by Contractor unless Contractor receives the prior written authorization of County for such use after written notice to County requesting such authorization. The request must include information described in paragraph A(3) of the Agreement.

**Exhibit B**  
**Confidential Information Disclosure Statement**  
**AGR25-35**

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:

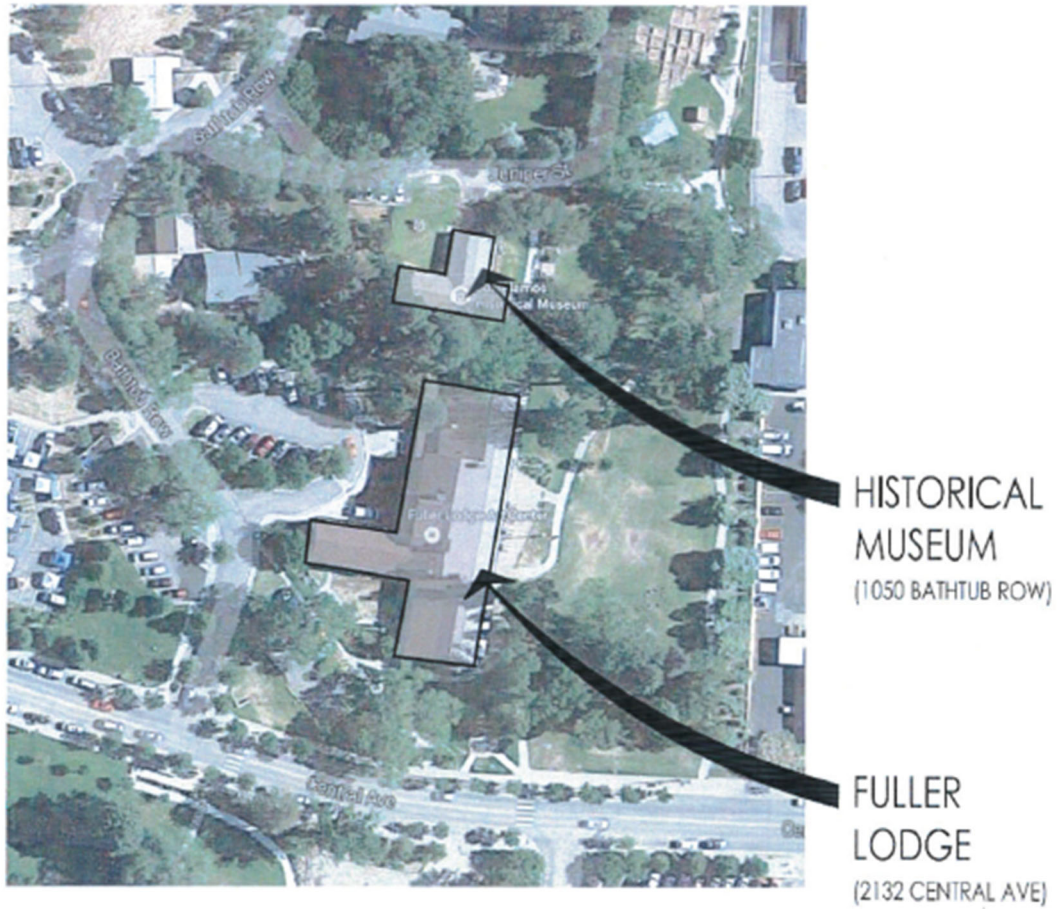
	<b>Contractor</b>	<b>County</b>
<b>Name:</b>	Todd Nickols	Linda Lindstrom
<b>Title:</b>	Executive Director	Senior Management Analyst
<b>Address:</b>	P.O. Box 43	1000 Central Avenue, Suite 310
<b>City/State/Zip:</b>	Los Alamos, New Mexico 87544	Los Alamos, New Mexico 87544
<b>Email:</b>	execdirector@losalamoshistory.org	linda.lindstrom@lacnm.us

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.





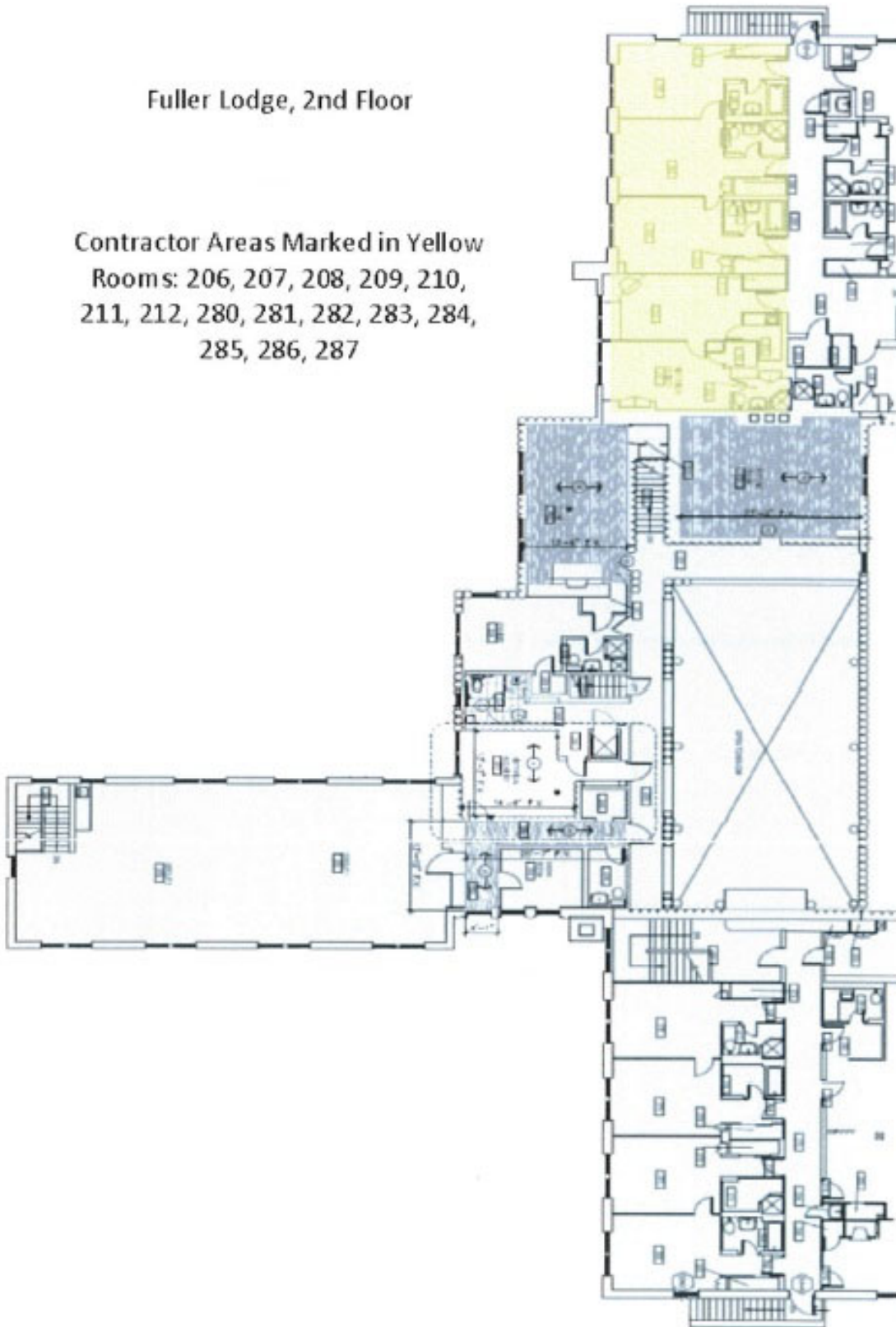
**Exhibit C**  
**Contracted Premises Maps**  
**AGR25-35**



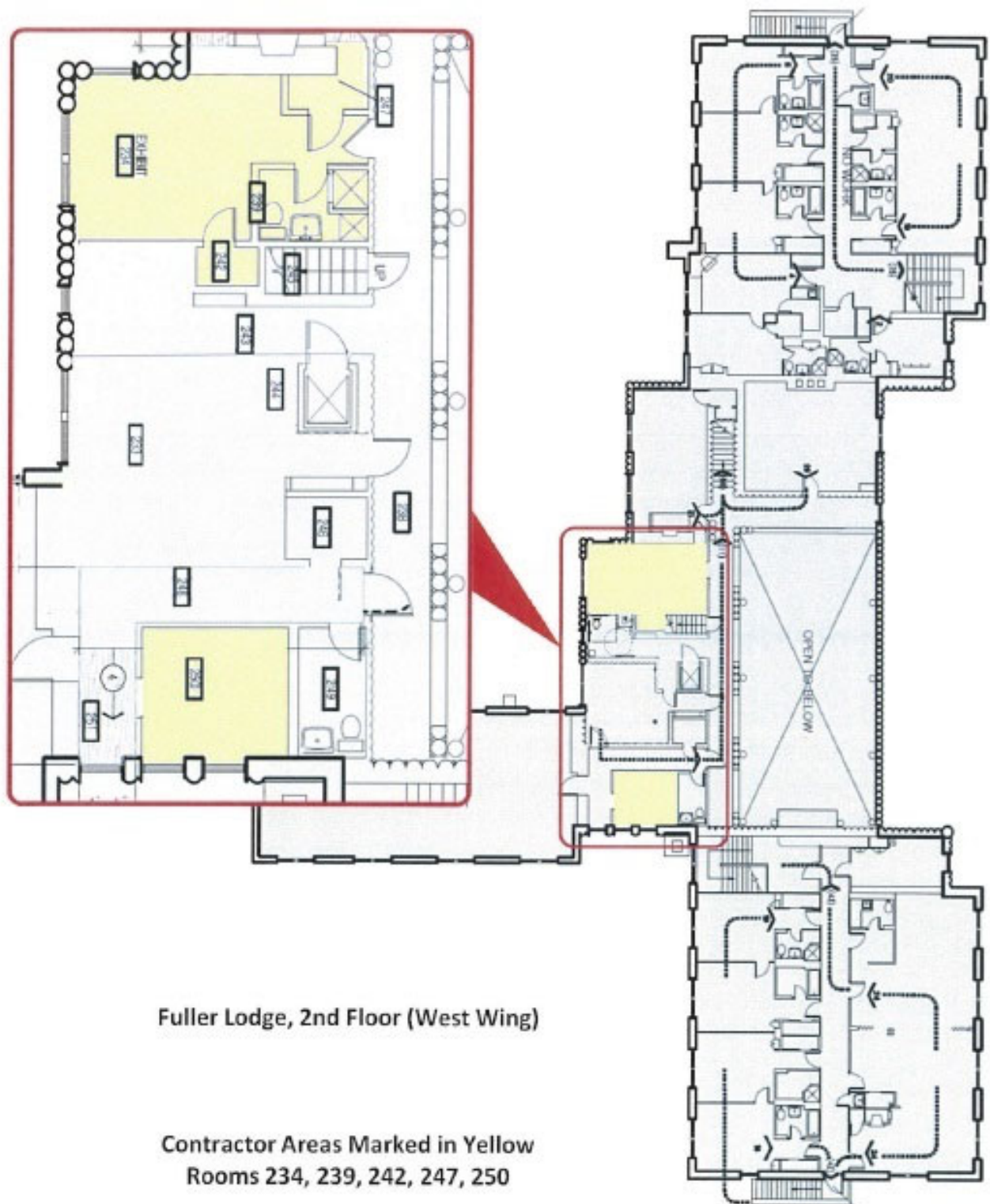


Fuller Lodge, 2nd Floor

Contractor Areas Marked in Yellow  
Rooms: 206, 207, 208, 209, 210,  
211, 212, 280, 281, 282, 283, 284,  
285, 286, 287







Fuller Lodge, 2nd Floor (West Wing)

Contractor Areas Marked in Yellow  
Rooms 234, 239, 242, 247, 250