



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 **Bohannon Huston, Inc.**, a New Mexico corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes August 20, 2026 ("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. 26-62 ("RFP") on April 14, 2026, requesting proposals for Los Alamos County Long Range Water Plan ("Plan"), as described in the RFP

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 14, 2026 ("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 Board of Public Utilities approved this Agreement at a public meeting held on August 19, 2026; and

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

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

SECTION A. SERVICES:

1. **Project Initiation and Kick-Off Meeting:** Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a kick-off meeting with County's designated Department of Public Utilities staff. As part of the kick-off meeting, the Parties shall:
 - a. Introduce and assign Contractor and County Project team members and Project leads ("Project Staff" and "Project Manager").
 - b. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones, and communication protocols. Contractor shall provide a written memorandum to County's Project 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.
 - c. Discuss the Project's scope of work, planning assumptions, and Project progression to meet County identified deadlines and meeting dates.

- d. Identify the process for submittal, review and approval of deliverables. Establish data transfer methods between Contractor and County Project Staff related to the deliverables for this Agreement.

2. Evaluation of Future Projections for Los Alamos County and Los Alamos National Laboratory

The Contractor shall develop a 40-year water demand forecast for all of Los Alamos County and use the future demands provided by LANL. The final Plan must serve as a 40-Year Municipal Water Development Plan per NMSA 1978, Section 72-1-9. It must include:

- a. All necessary data and justifications required for the County to legally reserve its undeveloped water rights for future use.
- b. Evaluation – Contractor will evaluate projected demands for Los Alamos County and LANL for the next 40-year horizon and verify sufficient water rights are available.
- c. The evaluation shall consider that 679 acre-feet is committed to groundwater remediation efforts for the Chromium Plume, and an additional 188 acre-feet has been committed to Pajarito Mountain snow making.
- d. The Contractor shall provide an evaluation of regional and environmental issues and threats such as climate change and groundwater contamination, etc. Contractor shall make recommendations on how Los Alamos can manage these issues and threats in the Plan.

3. Water Supply Portfolio & SJC Integration

The Plan must evaluate the County's ability to meet projected demand using its total portfolio of 3,878.91 acre-feet of owned groundwater rights and 1,200 acre-feet of undeveloped San Juan-Chama ("SJC") Project rights. The Contractor shall reference the San Juan Chama Water Supply Project Final Preliminary Engineering Report by CDM Smith, dated September 2012 ("2012 Study"), 5E Alternative 5 Groundwater Wells for a single well to be constructed at Overlook Park.

The Contractor will revise the estimates from the 2012 Study to drill and develop a new water supply well at Overlook Park in White Rock, NM. Provide estimates for off-site transmission line, and to include engineering and hydrogeological services for a complete project to produce water to the community.

Contractor shall utilize the provided State Hydrological and Gridded Evapotranspiration Data to conduct riparian evaporation study to evaluate and quantify the losses from the surface water evaporation, and riparian evapotranspiration along the Rio Chama, Rio Grande, and to the point of diversion in White Rock, NM.

Contractor will coordinate with New Mexico Office of State Engineer (OSE) to understand the requirements of engineering and hydrological studies, aquifer testing, sampling, and all other requirements to permit this new point of diversion using the 1,200 acre-feet per year (AFY) of San Juan Chama water.

Los Alamos County has a contract to store 1,200 AFY of water at Abiquiu Lake.

Overlook Park Infrastructure: The Contractor shall conduct technical feasibility analysis for the new production well near Overlook Park. This includes modeling the induced

infiltration capacity of the site to capture SJC surface water and identifying any hydrological risks associated with the well's proximity to the river.

4. Public and Governing Body Presentations

The Contractor is responsible for a robust "Public Involvement Plan" to ensure transparency and support. This includes:

- a. Public Meetings – Planning, coordinate, and facilitate one (1) public meeting in White Rock, NM, and one (1) in Los Alamos, NM.
- b. Board and Governing Body Meetings – Presenting draft and final presentations at two (2) Board of Utilities Meetings, and two (2) Council Meetings, for a total of four (4) presentations.
- c. Soliciting input from the general public, government agencies (OSE, New Mexico Interstate Stream Commission - NMISC, Bureau of Reclamation), and regional stakeholders.

Facilitating public meetings to gather input and presenting the final Plan to the Los Alamos County Utilities Board and County Council.

SECTION B. TERM: The term of this Agreement shall commence August 20, 2026, and shall continue through August 19, 2028, unless sooner terminated, as provided herein. At County's sole option, the County Utilities Manager may renew this Agreement for up to Five (5) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$224,000.00), 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 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 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 ensure 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 ensure 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.

- 4. Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). 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. 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 Utilities 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 ensure 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 Utilities 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:

James Martinez, PE – Deputy Utility Manger
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544
james.martinez@losalamosnm.gov

Contractor:

Nathan Roberts, PE - Senior Vice President
Bohannon Huston, Inc.
7500 Jefferson Street NE, Albuquerque, NM
87109
nroberts@bhinc.com

With a copy to:

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

SECTION W. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

1. 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.
2. Regarding the Services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any Party's acceptance of those terms by electronic means.

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, Section 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: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**BOHANNAN HUSTON, A NEW MEXICO
CORPORATION**

BY: _____
DATE

NAME: _____

TITLE: _____

**Exhibit A
Compensation Rate Schedule
AGR26-62**

Project Tasks	Total Hours	Total Amount
Project Initiation and schedule	76	\$14,502.00
Evaluation of Future Projections for Los Alamos County and Los Alamos National Laboratory	362	\$66,000.00
Water Supply Portfolio & San Juan Chama Integration	262	\$45,660.00
Public & Governing Body Presentations	92	\$16,488.00
Total Excluding Optional Services		\$142,650.00
OPTIONAL Service: JSAI Permit application for a new point of diversion		\$12,030.00
OPTIONAL Service: BHI Hydraulic Model updates and validation		\$44,520.00
Total Including Optional Services		\$199,200.00

***Travel Guidelines:**

If Offeror's travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or a minimum of \$0.45 per mile;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Bohannon Huston Hourly Rate Schedule

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$128	\$143	\$168	\$188	\$213	\$248	\$273
SURVEYOR	\$128	\$143	\$168	\$188	\$213	\$248	\$273
TECHNICAL MANAGER Project Manager, Data Scientist, Construction, IT	\$128	\$143	\$168	\$188	\$213	\$248	\$273
PLANNER Community, Transportation	\$113	\$123	\$148	\$168	\$188	\$218	\$273
DESIGNER Civil, Structural, Mechanical, Electrical, Survey, Geospatial	\$108	\$118	\$143	\$153	\$173	\$193	\$213
PROJECT ADMINISTRATOR	\$103	\$123	\$148	\$168	\$188	\$213	\$233
CONSTRUCTION OBSERVER	\$98	\$103	\$113	\$118	\$133	\$148	\$188
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, GIS Tech, Graphics Specialist	\$88	\$93	\$113	\$118	\$133	\$143	\$158
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$73	\$83	\$98	\$108	\$118	\$143	\$163
ADMINISTRATIVE PROFESSIONAL	\$73	\$83	\$98	\$108	\$118	\$123	\$138

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem - Field personnel in accordance with the latest GSA Schedule based on location of service

Travel - Office/Professional staff travel costs (Air, car, meals and lodging) will be billed at cost

Survey Equipment Charge - \$33.00/Hour

Survey Material Charge - \$7.00/Hour

GIS Equipment Charge - \$25.00/Hour

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate **Expert**

Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

John Shomaker & Associates Hourly Rate Schedule

Labor Category	Rate
Senior Principal Hydrogeologist	\$240.00
Principal Hydrogeologist	\$195.00
Senior Hydrogeologist	\$150.00
Project Hydrogeologist	\$130.00
Staff Hydrogeologist	\$120.00
AutoCAD	\$100.00
Report Specialist	\$90.00
Project Assistant	\$60.00
Administrator	\$60.00

Exhibit B
Confidential Information Disclosure Statement
AGR26-62

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

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

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

	Contractor	County
Name:		
Title:		
Address:		
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		

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.