



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"), **Barry Slater, Inc. DBA Rep'd**, a Delaware corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes August 27, 2025 ("Effective Date").

WHEREAS, County issued Request for Information No. 25-48 ("RFI") on March 4, 2025, requesting responses from qualified service providers who provide fully hosted video blog software solutions to enhance communication with its citizens, as described in the RFI; and

WHEREAS, Contractor provides a civic engagement platform that powers the digital conversation between government agencies and their citizens ("Platform"); and

WHEREAS, Contractor timely responded to the RFI by submitting a response dated April 1, 2025 ("Contractor's Response"); and

WHEREAS, Sec. 31-147 of the County Procurement Code allows that if a response to an RFI is received from only one source, the department may use the document as the basis for a sole source justification; and

WHEREAS, Contractor was the only respondent to the RFI, the Department of Public Utilities ("DPU") used Contractor's Response as the basis for a sole source justification in accordance with Sec. 31-147 of the County Procurement Code, and the Chief Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services; and

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on August 20, 2025; and

WHEREAS, the County Council approved this Agreement at a public meeting held on August 26, 2025; and

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

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

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. "ADA" means Americans with Disabilities Act.

2. "Administrator" means a member of County staff with the highest level of Platform permissions and decision and approval authority as it relates to the Platform.
3. "AI" means Artificial Intelligence.
4. "CI/CD Pipelines" means a series of automated steps that help software teams deliver code changes faster and more reliably.
5. "Client Success Manager" means Contractor's employee assigned to be County's dedicated point of contact throughout the term of this Agreement.
6. "Contractor Project Manager" means Contractor's employee assigned by Contractor to represent Contractor to serve as a primary point of contact to manage the overall Project Implementation, help coordinate Project Implementation tasks, and maintenance of the Platform.
7. "County Project Manager" means County's employee or designee assigned by County to represent County to serve as a primary point of contact to manage the overall Project Implementation, help coordinate Project Implementation tasks, and maintenance of the Platform.
8. "County User" means County and its agents, employees, contractors, and members, or any other person designated by County to have an account to use the Platform for County's governmental purposes.
9. "Defect" means any element of the Platform deemed unacceptable by County upon testing.
10. "Deepfake" means an image or recording that has been convincingly altered and manipulated to misrepresent someone as doing or saying something that was not actually done or said.
11. "DMCA" means Digital Millennium Copyright Act.
12. "Documentation" means any online or written documentation related to the use or functionality of the Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
13. "ERP" means Enterprise Resource Planning System.
14. "HIPAA" means the Health Insurance Portability and Accountability Act.
15. "IM" means Information Management.
16. "IP" means Internet Protocol.
17. "Launch" means the Platform is fully configured, implemented, and functioning properly; Platform becomes operational and available to the public; and County has provided written approval that all County-identified Platform issues have been corrected, and Project implementation tasks are completed to County's reasonable satisfaction.
18. "NTE" means Not to Exceed.

19. "Platform" means Contractor's cloud-based, Hosted SaaS, developed, owned, and operated by Contractor to provide a fully hosted video blog software solution to enhance communication with its citizens, as set forth herein and licensed by Contractor to County through this Agreement. May also be referred to herein as "System."
20. "Project Plan and Schedule" means the mutually agreed-upon details of Project Implementation that conforms substantially with the Project Implementation and Training described in Section C(11) that includes, at a minimum, items discussed for inclusion during the Project initiation meeting, due dates for deliverables, Project phases, and milestones, subject to County Project Manager's approval.
21. "Project Team" means County's and Contractor's employees assigned to assist with Project Implementation.
22. "Project" means all implementation services, meetings, training, set-up, configuration, testing, and issue resolution required to complete a successful Launch of County's instance of the Platform, as described herein.
23. "Public Users" means members of the public and end-users who may use Contractor's front-end public-user-facing Platform.
24. "PIO" means Public Information Office.
25. "SaaS" means Software as a Service.
26. "SAML 2.0" means the most current version of the Security Assertion Markup Language, an open standard for exchanging authentication and authorization data between parties, primarily used for enabling single sign-on.
27. "Service" means the collective term used for Contractor's Platform, Support, training and all other Project implementation services provided, as described herein.
28. "SLA" means Service Level Agreement.
29. "SOC 2 Type II" means a report generated as a result of a third-party audit that focuses on the American Institute of Certified Public Accountants Trust Service Criteria, which examines a service provider's internal controls and systems related to security, availability, process integrity, confidentiality, and privacy of data.
30. "Software" means the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Platform.
31. "SSO" means Single Sign On.
32. "System" has the same definition as "Platform."
33. "Title VI" means Title VI of the Civil Rights Act of 1964.

SECTION B. EXHIBITS: The following Exhibits listed here relate to the Services described herein, are referenced throughout, and are attached hereto and made a part hereof for all purposes. In

the event there is any conflict or ambiguity between a provision in this Agreement and any of the Exhibits hereto, this Agreement shall govern.

1. Exhibit A - Compensation Rate Schedule
2. Exhibit B - Campaign Contribution Disclosure Form
3. Exhibit C - Confidential Information Disclosure Statement
4. Exhibit D - Software Functionality
5. Exhibit E - County Technology Standards
6. Exhibit F - Sample Amendment Template

SECTION C. SERVICES:

1. Software License.

- 1.1. **Grant of License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive, non-transferable, non-sublicensable, subscription-based license to (i) run and use the Software and Platform during the term of this Agreement only in connection with the Services and solely for County's governmental purposes; and (ii) use the Documentation in connection with such use of the Software and Platform. The grant of such license shall not relieve County from its obligation to guard against the creation and transmission of content provided by County via the Platform that could (i) infringe upon any intellectual property or publicity/privacy right (ii) violate any law or regulation; (iii) contain defamatory, obscene, harmful to minors or child pornography; (iv) or provide materially false or inaccurate information.

2. Users and System Administrators.

- 2.1. **County Users.** Contractor provides a limited, revocable, non-exclusive, non-transferable, license which is not further sublicensable, to the County for an unlimited number of County Users for the Term of this Agreement, which shall be assigned to County, to remotely access and use the Platform, and unless prohibited by law, will provide access to any County User reasonably designated by County. In addition to all applicable user requirements stated in Exhibits D and E, Platform shall conform to the following:
 - 2.1.1. Platform shall keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms, such as standard SAML 2.0.
 - 2.1.2. County Users shall have the ability to access the Platform via local personal computer-based internet browsers and the internet through secure internet connections and protocols through individual user accounts. Contractor shall initially establish County Platform roles and rights, including Administrator accounts and permission levels during initial Platform implementation. Administrators shall then have the ability to assign accounts and permission levels to other Administrators and County Users, which shall be based on permission-based roles.
- 2.2. **Public Users.** Contractor shall grant to an unlimited number of Public Users, a personal, revocable, non-exclusive and non-transferable license during the Term of this Agreement for Public Users to access and use the front-end public-facing Platform via local personal

computer-based internet browsers and the internet solely for their own end use and not for redistribution. County acknowledges that such use of the Platform by Public Users may be subject to Contractor's Terms of Use, Privacy Policy, or other such terms and conditions as Contractor deems necessary. County is not responsible for Public User conformance or non-conformance with Contractor's terms and conditions.

3. Compliance with Laws, Regulations, and Adherence to Standards.

- 3.1. **Compliance with Applicable Laws.** Contractor and Contractor's Platform shall, throughout the term of this Agreement, comply with any and all applicable provisions of local, state, or federal law regulating Contractor's Platform and Services. At no additional cost to County, Contractor shall provide to County regulatory compliance assistance, which includes updates on legal requirements, regular compliance reviews, and necessary adjustments to the Platform functionalities.
- 3.2. **ADA and Title VI.** Contractor and Contractor's Platform shall, throughout the term of this Agreement, comply with any and all applicable provisions of the ADA and Title VI as they apply to this Agreement.
- 3.3. **WCAG2.1 AA Standards.** Contractor's Platform shall adhere to Web Content Accessibility Guidelines (WCAG) 2.1 AA or equivalent standards throughout the term of this Agreement.
- 3.4. **SOC 2 Type II.** Contractor shall maintain SOC 2 Type II compliance or equivalent standards throughout the term of this Agreement.
- 3.5. **HIPAA.** Contractor and Contractor's Platform shall maintain HIPAA compliance, as applicable, throughout the term of this Agreement, which includes but is not limited to maintaining the HIPAA-compliant security practices and features to prevent unauthorized or accidental disclosure, alteration, or destruction of data.

4. Functionality, Upgrades, and Maintenance.

- 4.1. **Platform Functional Specifications and Defects.** Contractor warrants that the Platform shall be without material Defect(s) for the term of this Agreement and shall substantially conform to the Platform functional specifications set forth in Exhibit D and applicable County's Technology Standards set forth in Exhibit E, or their functional equivalent. If Platform does not perform as warranted, Contractor shall use reasonable efforts consistent with industry standards, to cure the material Defect. Should Contractor be unable to cure the material Defect, County may terminate this Agreement as described in Section Z, and Contractor shall issue a prorated refund to County of any pre-paid fees for Services after the effective date of termination. Parties agree that termination is not County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations stated herein.

4.2. Upgrades, Patches, and Maintenance.

- 4.2.1. Throughout the term of this Agreement, Contractor may amend, enhance, or modify the Platform from time to time provided Contractor adheres to the foregoing provision. Contractor shall use reasonable efforts consistent with prevailing industry standards to notify County timely of any scheduled material upgrades,

patches, and maintenance, which shall be performed at no additional cost to County. Contractor shall test and certify upgrades and patches to ensure that they work properly. Upon Project implementation, Contractor shall ensure County is utilizing the latest version of its Platform, at no additional cost to County, at the time of Launch and throughout the term of this Agreement.

- 4.2.2. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Contractor or by third-party providers, or because of other causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled Service disruption. However, Contractor does not warrant that the Services shall be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

5. SLA and Platform Maintenance and Support. As part of the licensing fee, Contractor shall provide the Platform SLA, maintenance, and support, at no additional charge to County, as follows:

- 5.1. Contractor shall provide a 99.9% uptime SLA with automatic failover and redundancy; 24/7 support via email, chat, and phone; and notify users of updates through email and dashboard alerts. Contractor shall use CI/CD Pipelines to ensure stable deployments, with rollback supported via database versioning and application snapshots.
- 5.2. Contractor shall maintain business continuity and disaster recovery plans consistent with industry standards and shall perform automated backups of County's data through its third-party hosting service, which shall allow County to restore its data to any point within the backup retention period. Adjustable backups shall be performed daily with a minimum retention period of seven (7) days. Contractor shall create manual backups as needed and as may be requested by County.

6. Data Ownership and Use of Data.

- 6.1. The Parties agree that County shall have the sole and exclusive right to the ownership of all types of County data collected by and through the use of the Platform. Such County data includes but is not limited to basic identity/demographic data, engagement data, behavioral data, and attitudinal data. All such County data may be utilized by Contractor to, amongst other things, improve marketing, improve the experience of County and on-site engagement analytics. Contractor shall have the right to use tools, such as Google Analytics, to track webpage views, test variables, gauge website performance, track website behavior, sharing, engagement, bounces and exits. Contractor hereby relinquishes and releases any claim to the ownership of any and all County data collected by and through County's use of the Platform. County may utilize any data that Contractor intentionally shares with County.
- 6.2. County hereby grants to Contractor, throughout the term of this Agreement, a limited, revocable, non-exclusive license to use, reproduce, host, display, transmit, distribute, save, and store County's data collected by and through the use of the Platform. Contractor agrees that Contractor shall not sell County's data and Contractor's use of County's data shall not (i) infringe upon any intellectual property or publicity/privacy right (ii) violate any law, regulation, provision of this agreement or County Technology Standards described in Exhibit E; (iii) be used in any way that is defamatory, obscene,

harmful to minors or harmful to the County, its agents, and employees; (iv) be used in such a way to portray County data as materially false or inaccurate; (v) use County's data to create manipulative marketing campaigns, mislead the public, or spread misinformation; (vi) use or knowingly allow third-parties to use AI or other technology to manipulate County's video files or images uploaded to the Platform by the County to create or distribute fraudulent Deepfakes; (vii) be used in such a way that County's data is stored outside the United States. County reserves the right to revoke Contractor's license to use County's data should Contractor violate any of the foregoing or otherwise alter or use County's data in any other way that County, in its sole discretion, deems harmful to its agents, employees, or the public. If County, in its sole option, elects to revoke Contractor's license to use County's data, County shall provide written notice to Contractor, which shall include the actions considered objectionable by County and County's reason for revocation of Contractor's license to use County's data. Upon receipt of such notice, Contractor shall immediately cease and desist using County's data in the manner outlined in County's notice.

- 7. Data Security.** County acknowledges and agrees that Contractor utilizes third-party service providers to host and provide the Services and store County data, and the protection of such County data shall be in accordance with such third-party's safeguards for the protection and the security and confidentiality of County's Data. At a minimum, Contractor shall maintain privacy, security, and disaster recovery protocols as described herein and all hosting and County data and backups shall be located within the United States.

8. Digital Millennium Copyright Act.

- 8.1. It is Contractor's policy to expeditiously respond to notices of alleged copyright infringement that comply with the DMCA. Content creators can use the DMCA takedown notices to protect their content and other intellectual property from unauthorized use or infringement on social media platforms and other websites. Social media and other online platforms, such as Contractor's Platform, are required to remove access to alleged infringing material upon receipt of a valid notice sent pursuant to the DMCA. Failure to comply with a DMCA takedown notice puts Contractor at risk of losing its "Safe Harbor" protection, which shields it from liability for copyright and/or other intellectual property infringement.
- 8.2. If a valid DMCA takedown notice is received by Contractor, then Contractor shall take prompt action to temporarily disable access to the alleged infringing material. Contractor shall provide the DMCA takedown notice to County within seven (7) business days of its receipt. County shall promptly notify Contractor of whether County believes the takedown was in error or if the alleged infringing material should be removed.
- 8.3. If County believes the alleged infringing material should be removed, Contractor shall take prompt action to remove the alleged infringing material. If County believes the takedown was in error and desires to contest the takedown, then County must submit a written counter-notification to challenge the takedown. County must submit the counter-notification to challenge the takedown directly to the Contractor. Contractor shall promptly forward the counter-notification to the party alleging infringement. Contractor must wait fourteen (14) business days from receipt of the counter-notification by the party alleging infringement. If the party alleging infringement does not file legal action against County and/or Contractor within fourteen (14) business days from receipt, Contractor shall

remove the temporary hold and allow access to the claimed infringing content.

9. Training. Contractor shall provide remote training to County staff during Project implementation and throughout the Term of this Agreement, upon County request, in accordance with the rates outlined in Exhibit A.

10. Project Initiation Meeting. Within ten (10) business days from the Effective Date of this Agreement, Contractor shall schedule a Project initiation meeting with the County Project Manager and the Project Team at a date, time, and virtual format to be agreed upon by both Parties. Contractor shall provide any deliverables to be prepared in advance, and a proposed agenda with any additional topics to be addressed during the Project initiation meeting. Prior to the Project initiation meeting, Contractor shall review any pertinent documents provided by County and draft a Project Schedule and Plan that substantially conforms to the Project Implementation and Training described in Section C(11). As part of the Project initiation meeting, the Parties shall, at a minimum:

- 10.1. Establish a mutually agreed upon Project Plan and Schedule to accomplish key tasks with durations for each task conforming substantially to the Project Implementation and Training, described herein in Section C(11).
- 10.2. Review the scope of work and identify any Project issues to be addressed in the course of the Project, including the County organizational structure.
- 10.3. Jointly define Project goals, objectives, and expectations.
- 10.4. Introduce County's and Contractor's Project Managers and Project Team members and discuss their roles and responsibilities.
- 10.5. Review the Platform's functionality and features and provide an overview demonstration of the Platform for the County Project Team members, if requested by the County Project Manager.
- 10.6. Discuss the public-facing Platform set up and County's plans to market the Platform to the public.
- 10.7. Identify users and stakeholders who will be invited to participate in pre-Launch acceptance testing.
- 10.8. Discuss the public-facing Platform integration with County's OpenCities website to embed video content from the Platform directly into the County's OpenCities website.
- 10.9. Discuss scheduling with the County's IM department to configure SSO integration.
- 10.10. Discuss scheduling with County's PIO staff to integrate with the County's Zencity software, if requested by County.
- 10.11. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a virtual format, and develop requirements for periodic status reporting and evaluation with Project Team progress meetings occurring at least weekly throughout Project implementation.

10.12. Identify document format and data transfer methods between Contractor and the Project Team related to the performance of this Agreement.

11. Project Implementation and Training. All Project implementation and training tasks shall be completed in accordance with the agreed-upon Project Plan and Project Schedule. The Project Plan and Project Schedule may be adjusted throughout Project implementation upon written approval of the County Project Manager and mutual written agreement of both Parties, which may be provided via memorandum, electronic mail, or some other mutually agreed-upon written method. If the Project Plan and Project Schedule are modified by the Parties, Contractor shall provide to County Project Manager an updated Project Plan and Project Schedule reflecting the agreed-upon changes within two (2) business days of the mutual written agreement of changes.

- 11.1. Contractor shall complete all necessary technical set-up objectives and provide County access to the Platform within forty-eight (48) hours of the Effective Date.
- 11.2. Contractor shall work with County's IM department to set up and configure integration with County's OpenCities website to embed video content from the Platform directly into the OpenCities website and will provide the embed code to the County.
- 11.3. Contractor shall work with County's IM department to set up and configure SSO.
- 11.4. Contractor shall work with County's PIO to set up and configure integration with County's Zencity software.
- 11.5. In coordination with County's Project Manager, Contractor shall assist with the preparation of County's content to be posted on the Platform to be ready for Launch.
- 11.6. Prior to Launch, Contractor shall provide a minimum of two (2) thirty (30)-minute virtual training sessions to County staff, as identified, by County's Project Manager, at dates, times, and in a virtual format to be determined by the Parties. The first session shall be a training with County's Project Manager to demonstrate how to use the Platform, and the second session shall be a walkthrough of the Platform with County-identified staff to demonstrate key features, tools, and any other training resources available for County-identified staff to use and post content to the Platform.
- 11.7. Prior to Launch, Contractor shall perform functional tests, in a test environment, on the Platform to ensure proper functionality in accordance with Exhibit D and to prepare for Launch. Contractor shall coordinate with County's Project Manager to ensure that tests have the right coverage across the Platform configurations for the needs of the County staff and community, as identified by the Project Team.
- 11.8. Prior to Launch, Contractor, in coordination with County's Project Manager, shall address and correct any additional Project issues or Platform functionality problems identified by the Project Team during testing.
- 11.9. County shall be solely responsible for setting up access to the public-facing Platform from the County's website and for determining when to grant access to the public and when and how to notify the public of its availability.

- 11.10. Pursuant to the approved Project Schedule and Project Plan, Launch shall be completed when the Platform is fully configured, implemented, and functioning properly; the Platform becomes operational and available to the public; and upon County's written approval that all County-identified Platform issues have been corrected and Project implementation tasks are completed to the County's reasonable satisfaction.
- 11.11. For a minimum of thirty (30) days after Launch, Contractor shall continue to monitor County's account to ensure proper functionality and setup of the Platform and shall continue to provide support and correct any issues identified during the Platform testing, at no additional cost to County, until County's Project Manager determines and informs Contractor in writing that Platform reliability testing and acceptance is complete.

12. Project Management.

- 12.1. Contractor shall provide experienced, competent, and knowledgeable staff to provide Project management services for successful Project implementation, which includes but is not limited to Project planning in coordination with County's Project Manager; Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.
- 12.2. County and Contractor shall designate in writing a primary contact to represent each party to serve as a primary point of contact to manage the overall Project implementation and help coordinate Project implementation tasks and maintenance of the Platform.
- 12.3. Contractor Project Manager shall be the dedicated point of contact providing oversight for Project Implementation. Contractor's Project Manager shall, at a minimum, be responsible for scheduling and facilitating the Project initiation meeting and weekly progress meetings with the Project Team; documenting and providing to County in writing minutes and action items from Project Team meetings; documenting and providing to County in writing any agreed-upon modifications to the Project Plan and Project Schedule and ensuring such modifications are properly approved in writing; addressing Project concerns and ensuring they are properly discussed and resolved; delivering a coordinated approach for Project implementation; providing Contractor's deliverables and meeting Project milestones pursuant to the agreed-upon Project Plan and Project Schedule; and addressing any billing issues.

13. Project Terms and Conditions.

- 13.1. Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation and any mutually agreeable Project implementation and management plans. In the event that any of Contractor's employee's are found to be unacceptable to County, in County's reasonable discretion, Contractor shall be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor shall not

be held liable for Project delays that arise because of County's delay.

- 13.2. County acknowledges that Contractor's assigned personnel may leave the Project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor's employees assigned to County's implementation. Should Contractor, in its reasonable discretion, remove or reassign its employees assigned to perform Services, Contractor shall, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor's employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure and may result in breach of this Agreement.
- 13.3. Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, while providing Services to County, including working remotely on County systems.
- 13.4. Contractor shall represent and warrant to County, with respect to the Services to be performed, that each of its employees assigned to perform those Services shall have the proper skill, training, and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services shall be performed in accordance with this Agreement.
- 13.5. County acknowledges that the implementation is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the Platform as mutually agreed. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment. Contractor acknowledges that no specific skills or certifications are required for County staff to use its Platform.

14. Additional or Optional Services or Functionality. In addition to the upgrades, patches, and maintenance described herein, Contractor may continually develop, alter, deliver, and provide to the County ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Upon County request, and at County's sole discretion, Contractor shall provide additional and optional Services as described herein and in accordance with the fees and rates specified in Exhibit A. Additional and optional Services shall be authorized pursuant to Section AJ and Exhibit A, and Parties agree to follow the Process to Request Optional Service or Functionality outlined in Exhibit A, Table 3, or a similar process.

- 14.1. In addition to routine upgrades, patches, and maintenance otherwise described herein, Contractor, as part of the Services and Platform, throughout the Term of this Agreement, may also offer at no additional cost to the County, other future additional features, and services not specifically named herein and may provide such free services upon prior County approval.
- 14.2. Contractor, throughout the term of this Agreement, may offer for a fee future additional optional features, functionality, and services to enhance or improve County's services through the Platform. Upon County's request and at County's sole discretion and County's approval, Contractor shall, throughout the term of this Agreement provide

such additional optional functionality and enhancements for a fee as described in Exhibit A and pursuant to the Process for Requesting Optional Services or Functionality outlined in Exhibit A, Table 3.

- 14.3. If County institutes changes to County systems with which the Platform integrates, and County determines, at County's sole discretion, that Contractor's professional services are needed to assist with new or modified integration, Contractor shall, upon County written request, work with County to determine if integration is possible with changed or new County system, and if so, shall provide implementation services to County to ensure proper integration and configuration between County's changed or new system and the Platform. Contractor shall provide to County any data, information, and technical support County requests prior to implementation of such changes to ensure proper integration. Such professional services shall be provided at the applicable rates specified in Exhibit A.
- 14.4. If County, at any time throughout the term of this Agreement, implements a new ERP, and determines, at County's sole discretion, that Contractor's professional services are needed to assist with integration between County's new ERP and the Platform, Contractor shall, upon County's written request, work with County to determine if integration is possible with the new ERP, and if so, shall provide its services to County to ensure employee data can be synchronized between County's new ERP and the Platform. Contractor shall provide to County any data, information, and technical support County requests prior to selection of a new ERP to ensure integration is possible. Such professional services shall be provided at the applicable rates specified in Exhibit A.

SECTION D. TERM: The term of this Agreement shall commence August 27, 2025, and shall continue through August 26, 2040, unless sooner terminated, as provided herein.

SECTION E. COMPENSATION:

1. **Amount of Compensation.** The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit A and shall be payable according to the terms set forth below. The fees payable hereunder shall not exceed FIVE HUNDRED FIFTY-TWO THOUSAND AND NO/100 (\$552,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGR).
 - 1.1. **Annual Platform Fees.** County shall pay Annual Platform fees for a total not-to-exceed amount for the Term of this Agreement, as outlined in Exhibit A Table 1, in the amount of FOUR HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$480,000.00), which amount does not include applicable NMGR.
 - 1.2. **Optional Products, Functionality, and Services.** At any time during the term of this Agreement, County may request additional and optional services and functionality, at County's sole option, in accordance with the Compensation Rate Schedule in Exhibit A Table 2 in a total not-to exceed amount for the term of this Agreement in the amount of SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00), which amount does not include applicable NMGR.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a

manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section E(1) herein. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement, pursuant to Section AJ. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

3. **Invoices.** Contractor shall submit itemized invoices to County Project Manager, no more frequently than monthly, showing the amount of compensation due, amount of any NMGR, and total amount payable under this Agreement. Contractor shall invoice for Year 1 Annual Platform Fees as described in Exhibit A, Table 1 after the successful Launch of the Platform as defined herein. Contractor shall invoice Annual Platform Fees for Years 2 – 15 of this Agreement annually on the anniversary of the Effective Date. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION F. 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 G. 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 H. 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 I. 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 J. 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 K. 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.
4. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION L. WARRANTY BY COUNTY. County warrants that (i) it has the right to enter into this Agreement and the right to grant the rights granted herein, and (ii) it is not a party to any

agreement, contract, or understanding that would prevent, limit or hinder County's performance of this Agreement.

SECTION M. LIMITED WARRANTY BY CONTRACTOR: Contractor warrants the following:

1. Contractor shall perform the Services in accordance with the terms of this Agreement.
2. Contractor shall utilize personnel with the skill, experience, and qualifications necessary for Contractor to fulfill its obligations under the terms of this Agreement.
3. Contractor shall provide its Services in a timely and professional manner in accordance with generally recognized industry standards for similar services.
4. Contractor makes no representations or warranties with respect to any content created by County and/or any conduct of County relative to the use of any such content. County is solely and exclusively responsible for County's creation, use, interaction with or reliance on any content created and/or utilized by County and the conduct of County in the use of any such content.
5. Contractor is not a party to, is not involved in, has no interest in, makes no representations or warranties and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between County and any other person or organization.
6. EXCEPT FOR THAT WHICH IS OTHERWISE SET FORTH IN SECTION M, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW.

SECTION N. LIMITATIONS OF LIABILITY

1. With the exception of the negligence or criminal conduct of Contractor, Contractor, along with its parents, affiliates, subsidiaries, representatives, shareholders, successors and assignees, shall under no circumstances be liable to County for any access to, use of, or reliance on County's content which may be accessed through Contractor's Services by County or any third-party. With the exception of the negligence or criminal conduct of Contractor, Contractor shall in no way be liable for any harm, injury, loss or damages of any kind incurred by County or anyone else (including, without limitation, direct, indirect, incidental, special, consequential, statutory, exemplary or punitive damages). This limitation of liability applies regardless of, but is not restricted to, whether the alleged liability, harm, injury, loss or damages arose from authorized or unauthorized access to or use of our Services or content accessed through our Services; any inability to access or use our Services or content accessed through our Services, or any removal, deletion, limitation, modification, interruption, suspension, discontinuance or termination of our Services or content accessed through our Services. With the exception of the negligence or criminal conduct of Contractor, this limitation of liability also applies regardless of, but is not restricted to, whether the alleged liability, harm, injury, loss or damages arose out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable.
2. With the exception of the negligence or criminal conduct of Contractor, these limitations will also apply with respect to damages resulting from any transactions or potential transactions,

goods or services promised or exchanged, information or advice offered or exchanged, or other content, interactions, representations, communications, or relations through, related to, or as a result of the provision of Services or content accessed through our Services (including, without limitation, any links on our Services and links in content accessed through our Services).

SECTION O. 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 P. 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 Q. 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 R. 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 S. 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 T. 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 U. 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 V. 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 W. 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 Utilities Manager.

SECTION X. 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 Y. 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 Z. TERMINATION:

1. **Generally.** The 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 rates set out in Section E. 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. Upon termination, County shall receive a prorated refund of any prepaid fees.
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.

3. Termination by Contractor. Contractor may terminate this agreement effective upon written notice to the County's Project Manager, if County:

- a. Breaches a material provision of this Agreement, and such breach is incapable of cure.
- b. Admits its inability to pay its debts generally as they become due.
- c. Fails to pay any amount when due hereunder and: (i) such failure continues for 15 (fifteen) days after receipt of written notice of nonpayment; or (ii) if County is late with 3 (three) payments in any 6 (six) month period.

SECTION AA. 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:

Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544
E-mail: catherine.danna@lacnm.us

Contractor:

Chief Operating Officer
Barry Slater, Inc. d.b.a. Rep'd
100 S Bedford Rd, Suite 340
Mount Kisco, NY 10549
E-mail: mark@repd.us

With a copy to:

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

SECTION AB. ENTIRE AGREEMENT AND INVALIDITY OF PRIOR AGREEMENTS:

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 in this Agreement. 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 AC. 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 AD. 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 AE. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

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

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

SECTION AH. NEGOTIATED TERMS: This Agreement reflects the 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 AI. 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 C. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AJ. MODIFICATION OF AGREEMENT AND AMENDMENTS.

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the amendment.
2. County may at any time, as the need arises, request additional and optional services and functionality described herein without invalidating this Agreement, in accordance with any applicable County laws, policies, and procedures. Parties agree to follow the Process for Requesting Optional Services or Functionality defined in Exhibit A Table 3. For the purpose of clarity, requests for such additional and optional services and functionality shall be documented by and shall only be authorized through amendment to this Agreement, even if there is no change to the previously agreed-upon not-to-exceed compensation amounts

stated herein or in any subsequent amendment. Parties shall use the Sample Amendment Template, or one substantially similar, provided in Exhibit F.

3. If any changes to this Agreement increases or decreases the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by amendment to this Agreement, as mutually agreed to by County and Contractor.
4. Only the Utilities Manager, or designee, shall have authority to authorize amendments to this Agreement on behalf of the County.
5. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section E(1), such an increase must be approved and authorized by an amendment to this Agreement, and such an amendment to increase the not-to-exceed compensation amount shall also require approval by the Board of Public Utilities and County Council.
6. Notwithstanding the foregoing, nothing in Section AJ shall be construed to conflict with the County Project Manager's ability to authorize mutually agreed-upon changes to the Project Plan and Project Schedule during initial Platform implementation, as described in Section C(11).

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: _____
PHILO S. SHELTON, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

BARRY SLATER, INC., DBA REP'D, A DELAWARE CORPORATION

BY: _____
MARK FRIESE **DATE**
CHIEF OPERATING OFFICER

Exhibit A
Compensation Rate Schedule
AGR26-817

Contractor shall, throughout the term of this Agreement, provide Services at the rates specified herein. All compensation and fees stated herein and in any subsequent Amendments to this Agreement are and shall be in the currency of the United States of America.

Table 1. Annual Platform Fees

Contract Years		Platform Fee
Year 1	8/27/25 - 8/26/26	\$18,000.00
Year 2	8/27/26 - 8/26/27	\$20,000.00
Year 3	8/27/27 - 8/26/28	\$22,000.00
Year 4	8/27/28 - 8/26/29	\$24,000.00
Year 5	8/27/29 - 8/26/30	\$26,000.00
Year 6	8/27/30 - 8/26/31	\$28,000.00
Year 7	8/27/31 - 8/26/32	\$30,000.00
Year 8	8/27/32 - 8/26/33	\$32,000.00
Year 9	8/27/33 - 8/26/34	\$34,000.00
Year 10	8/27/34 - 8/26/35	\$36,000.00
Year 11	8/27/35 - 8/26/36	\$38,000.00
Year 12	8/27/36 - 8/26/37	\$40,000.00
Year 13	8/27/37 - 8/26/38	\$42,000.00
Year 14	8/27/38 - 8/26/39	\$44,000.00
Year 15	8/27/39 - 8/26/40	\$46,000.00
Total NTE Amount		\$480,000.00

Table 2. Optional Products, Functionality, and Services

County, at County's sole option, reserves the right to request from Contractor optional products, functionality, and services to enhance or improve communication with its citizens through the Platform as those services and functionality become available throughout the Term of this Agreement, for which there may be additional implementation fees, licensing fees, or other professional services fees. County reserves the right to procure such optional products, functionality, and services consistent with County laws, policies, and procedures.
--

To request and implement any new optional services and functionality, as they become available to County, Parties agree to follow the process outlined in Exhibit A Table 3.

All optional services and functionality shall be provided by Contractor to County at County request and upon mutual written agreement, subject to the provisions outlined in Section AJ: Modification of Agreement and Amendments.

Fees for optional professional services charged at hourly rates shall not exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** per hour per person.

Such optional products, functionality and services may include, but are not limited to the following:

1. Additional modules or apps
2. Additional integrations or data transfers with other County systems or social media platforms
3. Professional and consulting services
4. Provision of a separate test environment

County has estimated an NTE capped amount of compensation for items in Table 2 in the total amount of SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) for optional additional products, functionality, and services for the purpose of calculating a total estimated NTE compensation amount for the Term of this Agreement, unless otherwise amended pursuant to Section AJ.

Total NTE Amount	\$552,000.00
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Table 3. Process for Requesting Optional Services or Functionality

In the event County requests to have Contractor provide additional optional services throughout the term of this Agreement, Parties agree to follow the process outlined in this Table, or a similar agreed-upon process. Parties may request any additional information to clearly define the services, fees, and functionality.

- 1) Upon County written request, Contractor shall provide a quote and scope of work for the optional additional services or functionality requested. Rates and fees quoted shall conform to any applicable rates specified herein.
- 2) Contractor's quote shall, at a minimum, include the following:
 - a) Any and all fees to provide the services or functionality requested.
 - b) Line items for implementation, configuration, and training fees, payable only after Contractor's successful delivery and County's written acceptance and approval of completion of milestones and deliverables defined in the mutually agreed-upon scope of work.
 - c) Any licensing fees separated annually with a total cost for all remaining years of this Agreement, with the first payment prorated if necessary to account for mid-year implementations, with subsequent annual Platform fees billed concurrently with the Platform fees described in Table 1.
 - d) A proposed project plan with all tasks, phases, deliverables, milestones, responsibilities and a proposed project schedule clearly defined.
 - e) A list of all the new features, functionality, and services to be provided, if not already described herein.
- 3) Upon County's acceptance of Contractor's quote, an amendment shall be drafted and executed, pursuant to Section AJ.

Exhibit B
Campaign Contribution Disclosure Form
AGR26-817

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

☐	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
☐	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit C
Confidential Information Disclosure Statement
AGR26-817

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:	Barry Slater, Inc., d.b.a. Rep'd	Cathy D'Anna
Title:	Chief Operating Officer	Public Relations Manager
Address:	100 S Bedford Rd, Suite 340	1000 Central Avenue, Suite 130
City/State/Zip:	Mount Kisco, NY 10549	Los Alamos, New Mexico 87544
Email:	mark@repd.us	catherine.danna@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 D
Software Functionality
AGR26-817

Contractor guarantees that the Platform shall substantially conform to the functional specifications set forth in Exhibit D, or their functional equivalent, for the term of this Agreement.

Ref. No.	Category	Feature	Description
1	General	Video Blogging System	Cloud-based system that allows direct video recording, editing, uploading, and sharing short video responses to citizen inquiries from any location, device, or browser, with built-in editing tools and seamless upload options.
2	General	Custom Branded Page	Maintain a dedicated video-first webpage branded with the County's brand standards that is fully customizable to match the precise look and feel of the County website. All colors, text, and logos can be customized for a cohesive look
3	General	Multiple Device Compatibility	The Platform is accessible via any smartphone, tablet, or computer with camera and microphone support.
4	General	Citizen Inquiry System	Residents can submit questions and upvote approved questions from other residents, and County staff can respond via short videos while restricting ongoing dialogue to prevent social media-style exchanges.
5	General	Legal Discovery Support	Platform shall support legal discovery via audit logs, and data can be exported in a structured format upon termination of this Agreement.
6	Integrations	SSO Integration	Platform will have SSO capabilities to allow for integration with the County's MS Azure Active Directory.
7	Integrations	OpenCities Integration	Platform will have the ability to integrate seamlessly with any County website, including OpenCities, by way of an "Ask" button featured on the County website. Said button shall be fully-customized for the County's preferences and Rep'd provides all design and technical work at no additional charge to County.
8	Integrations	Social Media Channel Integrations	As of the Effective Date, all videos stored in the Platform are downloadable within the admin panel and can be featured within social media posts, newsletters, and other methods of resident engagement. The Platform also provides the ability to send any video to any list of residents via an instant video newsletter sent to those residents' email inboxes. Parties acknowledge and agree that as of the Effective Date, the following features are not currently available, but are planned for future release. Such features may be provided to County free of charge as standard upgrade or patch as described in Section C(4.2) or may be Offered as an optional service at no extra charge to County, as described in Section C(14.1).
9	Integrations	Zencity Community Engagement Platform Integration	Platform will have the ability to integrate with County's Zencity platform by way of Contractor's Detect and Correct program, wherein Counties can detect hot topics and misinformation through Zencity's advanced listening tools and instantly address those topics with a short video via the Platform.

10	Admin Panel	Sharing a Question	Allows County officials to send a question to other officials for a video response. Officials are manually selected, but emails are pre-populated. Multiple officials can receive the same question, but each records their own response. Status tracking available.
11	Admin Panel	Importing an Email List & Sending Video Answers	Admins can upload a list of resident emails and send video responses to that list. Email tracking includes delivery status, opens, and engagement.
12	Admin Panel	Uploading or Recording Videos with Teleprompter Notes	Officials can upload pre-recorded videos or record directly in the platform. Teleprompter feature allows officials to read prepared notes while recording. Supports video drafts before finalizing and publishing.
13	Admin Panel	Unlimited Admin Access for City Staff	Admins can invite city officials to join the platform via automated invitation emails with pre-filled access details. New officials receive role-based permissions.
14	Admin Panel	Admin Dashboard for Engagement & Stats	Displays insights on video performance (views, watch time, completion rate), email campaign stats (delivery rates, open rates, click-through rates), and user engagement (most searched topics, top-viewed videos).
15	Admin Panel	Customizing the Frontend	Allows cities to personalize the resident-facing experience by customizing the logo, brand colors, and language settings for multilingual support.
16	Admin Panel	AI Teleprompter Note Generation	Automatically generates teleprompter notes for officials based on the question asked, providing AI-suggested responses to assist with video recordings.
17	Resident-Facing	AI-Powered Resident Search Interface	Allows residents to type in text-based questions about city policies and receive AI-generated responses formatted with sourced references.
18	Resident-Facing	Branded Webpage for Video Content	Provides a branded webpage as a repository for video content and go-to destination for residents to ask questions
19	Resident-Facing	Resident Question Submission Form	Allows resident to submit questions through to the County for review, approval, and video response

Exhibit E
County Technology Standards
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The following applicable County Technology Standards shall be supported by the Contractor throughout the term of this Agreement. On-Premise requirements are not applicable.

Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 & 11 at current Service Pack (SP).
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.

Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2019 and above. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.

Security (On-Premise)	Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products. SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection of both internal and external facing web applications. Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.
Hosted/Cloud Based Services	• Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. • Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. • SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.

**Exhibit F
Sample Amendment Template
AGR26-817**

Pursuant to Section AJ, Parties shall use this Sample Amendment Template, or a similar format, when necessary to draft an amendment.

**AMENDMENT NO. X
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 26-817**

This **AMENDMENT NO. X** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Barry Slater, Inc. DBA Rep'd**, a Delaware corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes Month, Date, Year ("Effective Date").

WHEREAS, County and Contractor entered into Agreement No. AGR26-817 Video Blog Software Solution (the "Agreement"); and

WHEREAS, both parties wish to amend _____; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

[ENTER AMENDED TERMS HERE]

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. X 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: _____
Philo S. Shelton, P.E. Date
Utilities Manager

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

BARRY SLATER, INC. DBA REP'D, A DELAWARE CORPORATION

BY: _____ DATE

Name: _____

Title: _____