



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **LSP Data Solutions**, a Delaware limited liability company ("Consultant"), collectively ("the Parties"), to be effective for all purposes December 13, 2023 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 23-53 ("RFP") on March 23, 2023, requesting proposals for e-Discovery Professional Consulting Services, as described in the RFP; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated April 18, 2023 ("Consultant's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Consultant was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on December 12, 2023; and

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

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

SECTION A. SERVICES: Upon County's request, Consultant shall provide professional services and subject matter expertise for public records requests received by the County and legal e-Discovery ("Services") at the request of the Records Information Management (RIM) Program Manager or designee, upon execution of Task Order(s). County provides no guarantee for frequency or volume of Services to be provided for any given time period throughout the term of this Agreement.

1. Project Initiation and Overview of County Policies, Procedures and Processes.

Consultant shall, within 10 business days of the effective date, schedule a meeting with the RIM Program Manager to determine a schedule for on-site meetings at the designated County facility. The Consultant shall assign one (1) qualified individual to be available to attend on-site meetings, from 8:00 AM to 5:00 PM, for a period of 3-4 weeks with County's RIM Program Manager to ensure a thorough understanding of the County's policies, procedures, and processes. At the conclusion of the scheduled meetings, Consultant shall possess adequate knowledge of the County's processes, to respond to records requests, which may include legal discovery, as necessary and requested by County, on a Task Order basis as described below.

2. **Location of Services.** Consultant shall provide the Services utilizing a hybrid method, with a majority of Services delivered remotely and some services delivered in person and on-site dependent on the need to physically perform record retrieval. Location of Services shall be identified in the request for quotes for each Task Order.
3. **Services.** Services shall include, but are not limited to the following:
 - a. Utilizing Digital WarRoom (DWR)e-Discovery software, and utilizing TabFusion or TabFusion RMS record tracking software. Consultant shall review, prepare, process, respond and document requests received by County under the Inspection of Public Records Act (IPRA) or Freedom of Information Act (FOIA.), which includes Importing (DWR File Share), creating Matters/Collections, Keyword Search, Review, Marking, Issues, Redaction, Production, Exporting, Release and Documentation.
 - b. Provide subject matter expertise using Consultant's understanding of IPRA, NMSA 1978, Section 14-2-1 et. seq, and FOIA to include its citations, rules, and statutes, required for response.
 - c. Utilize the County's process for receiving and timely processing of numerous and voluminous requests, which may produce large volumes of records in different file formats, and read, analyze, and sort within a timely manner to produce responsive records to the requester.
 - d. Utilize Excel Reporting Log to record new, carryovers (requests older than fifteen days without completion) and closed IPRA/FOIA requests received, processed, and completed.
 - e. Utilize the County's established workflow process for accepting new requests while managing multiple requests simultaneously from start to finish.
 - f. Consultant may be required to submit completed request(s) to the RIM Program Manager for review prior to releasing records to the requestor.
 - g. Understand the role of County's Record Data Liaisons (RDLs) assigned by each County division as the liaison for IPRA/FOIA requests and work with the individual divisions and RDLs on requests.
 - h. Must maintain confidentiality of all records within their possession and return all records to RIM upon completion of each request.
 - i. Use OneDrive as a means to distribute and to store or backup record requests.
 - j. Consultant shall be required to utilize County's dual authentication methods to access County systems both on site and remotely and will be required to properly log out of systems at the end of each session.
 - k. Consultant shall be versed in the use of Microsoft Teams for communications and remote meetings to address tasks requested through Task Order and any issues or questions that may arise for which assistance or clarification is needed.
 - l. Consultant must utilize time management and organizational skills to schedule and respond to incoming requests and meet established deadlines.
 - m. Consultant may be required to physically retrieve records related to a records request, the Consultant must be able to lift, pull and push materials and equipment to complete assigned job tasks; and be able to lift fifty (50) pounds with the assistance of equipment or another person.

- n. Consultant shall retain the services of a staff member with an e-Discovery Specialist Certification credential for provision and superintendence of the Services.

4. TASK ORDER PROCESS

- a. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) business days' notice to Consultant for the Services required under any Task Order. The Task Order shall be priced by Consultant on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Consultant for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided in Exhibit B.
- c. Upon the County's issuance of a Request for Quote, within one (1) business day Consultant shall provide a written, itemized Quote for the task(s), work, and/or services requested by County's Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates identified in Exhibit A, as a not-to-exceed price. Any progress billing and payment shall be provided by Consultant in the Quote and is subject to approval by County's Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the Agreement and not compensable.
- d. If Consultant's Quote is signed by Consultant and acceptable to County, County's Project Manager shall provide Consultant with written approval ("Approved Task Order"). After receipt of the Approved Task Order, Consultant is authorized to begin work only upon receipt of the Approved Task Order.
- e. If the Consultant is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before Services commence. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Task Order is necessary and justifiable. Consultant's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Consultant continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this Agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Consultant.

- f. Consultant must take any and all actions to timely complete the work agreed to in the Approved Task Order.
- g. This Agreement will not provide Consultant with a guarantee that County will accept Consultant's Quotes and award Consultant Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a Request for Quote is not a guarantee of work to Consultant. County, at its sole discretion, shall determine when Consultant's Services are required and shall issue written Request for Quotes as needed.
- h. Consultant may be required to attend meetings, depositions, and court hearings in relation to Services provided. County shall identify the meetings and Consultant shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates identified in Exhibit A. In the event that it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Consultant of such, and Consultant shall bill the County accordingly, based on the hourly rates identified in Exhibit A.

SECTION B. TERM: The term of this Agreement shall commence December 13, 2023, and shall continue through December 12, 2025, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to four (4) consecutive one-year periods unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Invoices.** Consultant shall submit itemized invoices to County's Project Manager showing Services completed against each Task Order, amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

SECTION E. STATUS OF CONSULTANT, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Consultant as an independent Consultant. Consultant is not an agent or employee of County and shall not be considered an employee of County for any purpose. Consultant, 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 Consultant nor any employee of Consultant shall be entitled to any benefits or compensation other than the compensation specified herein. Consultant shall have no authority to bind County to any agreement, contract, duty, or obligation. Consultant shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Consultant 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 Consultant shall at all times

during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Consultant 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. Consultant shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant 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. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

SECTION I. INSURANCE: Consultant 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. Consultant shall assure that all subconsultants 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 Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Consultant has met its obligation to obtain and maintain insurance and to assure that subconsultants 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 Consultant fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Consultant 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. **Errors And Omissions/Professional Liability Insurance:** Whichever is applicable to the particular profession or service to be provided, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) each Claim, with a ONE MILLION DOLLARS (\$1,000,000) annual

aggregate, and sufficient to protect the Consultant and the County for a three (3) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

SECTION J. RECORDS: Consultant 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. Consultant shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Consultant shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

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

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Consultant 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 Consultant 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 Consultant also agree that this term is a material inducement for each to enter this Agreement, and that both County and Consultant warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Consultant 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 Consultant also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Consultant warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Consultant 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 Consultant

or Consultant's officers, employees, agents representatives, and subconsultants in the performance or breach of the Services under this Agreement.

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

SECTION R. NON-ASSIGNMENT: Consultant shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

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

SECTION T. PROHIBITED INTERESTS: Consultant 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. Consultant further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Consultant. Upon such termination, Consultant shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Consultant shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Consultant at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

County:

RIM Program Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 190
Los Alamos, New Mexico 87544

Consultant:

Robert Chuey, Managing Partner
LSP Data Solutions, LLC
1100 Connecticut Avenue NW, Suite 810
Washington, District of Columbia, 20036

With a copy to:

County Attorney's Office

1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Consultant. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Consultant's Response and is incorporated herein by reference for all purposes.

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

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

SECTION AC. 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 Consultant as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

LSP DATA SOLUTIONS, A DELAWARE LIMITED
LIABILITY COMPANY

BY: _____
ROBERT CHUEY **DATE**
MANAGING PARTNER

Exhibit A
Compensation Rate Schedule
AGR23-53

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Senior Consultant per Hour	\$185.50	\$195.00	\$205.00	\$210.00	\$220.00	\$230.00	\$245.00
Data Analyst per Hour	\$137.50	\$146.50	\$155.00	\$160.00	\$165.00	\$170.00	\$175.00
Travel Costs: Actual Reimbursable Costs*	Per County Guidelines	Per County Guidelines	Per County Guidelines	Per County Guidelines	Per County Guidelines	Per County Guidelines	Per County Guidelines

***Travel Guidelines**

Consultant shall provide copies of all travel expenses when submitting invoices to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Consultant showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

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

**Exhibit B
SAMPLE TASK ORDER
AGR23-53**

Los Alamos County
2023 RIM – CONSULTANT NAME
Revision 0

Task Order Form AGR23-53
DATE CONTRACT DATE

AGR23-53 TASK ORDER #

DATE PREPARED:

CHARGE: TBD

CONTRACT MANAGER:

COUNTY REQUESTOR/CONTACT:

ATTACHMENTS:

1. Proposal from CONSULTANT Dated _____

COMMENCE WORK DATE: Upon issuance of Task Order and Purchase Order

REQUESTED DELIVERY DATE:

SCOPE OF WORK REQUESTED:

DELIVERABLE:

ESTIMATED COST:

1. \$____ plus NMGRT.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

ESTIMATED BALANCE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT):

SIGNATURE PAGE

Original Task Order

Name	Date
County Authorized Signer	

Consultant	Date
Consultant Authorized Signer	

Steven Lynne	Date
County Manager (if TO value is \$10,000 or more)	

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Task Order Revision (as applicable)

Name	Date
County Authorized Signer	

Consultant	Date
Consultant Authorized Signer	

Steven Lynne	Date
County Manager (if TO value is \$10,000.00 or more)	

Exhibit C
Confidential Information Disclosure Statement
AGR23-53

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 Consultant. County and Consultant 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:

Consultant: _____

Email: _____

County: RIM Program Manager
1000 Central Avenue, Suite 190
Los Alamos, New Mexico 87544

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 subconsultants, 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.