



**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 **Pajarito Environmental Education Center**, a New Mexico non-profit corporation ("Contractor" or "PEEC") (collectively "Parties") to be effective for all purposes January 25, 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. 23-43 ("RFP") on October 13, 2022 requesting proposals for Department of Public Utilities ("DPU") Community Conservation Outreach and Education Services as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 3, 2022 ("Contractor's Response"); and

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

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on January 18, 2023; and

WHEREAS, the County Council approved this Agreement at a public meeting held on January 24, 2023; and

WHEREAS, Contractor 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 Contractor agree as follows:

SECTION A. SERVICES:

1. Generally.

- a. Contractor shall, in coordination with the County Water and Energy Conservation Coordinator or designee ("Conservation Coordinator"), develop, promote, and assist with the implementation of and report on the County's Water and Energy Conservation Program ("Conservation Program") in the County (hereafter "Services"). Contractor shall provide educational conservation outreach to K-12 school students, offer conservation outreach opportunities to DPU's customers, and distribute promotional or conservation-oriented materials on behalf of DPU. Contractor's programming efforts shall convey the importance and need for water and energy conservation in the community. Contractor shall meet and coordinate the Services with the DPU's Conservation Coordinator and other County staff on a regular basis and shall participate in meetings when requested.

- b. All Services shall be assigned through and performed in accordance with executed Task Orders issued by the Conservation Coordinator, as described in the "Task Order Process" herein. Contractor shall provide the specified goods and services during the term of this Agreement at the agreed upon rates specified in Exhibit "A." County provides no guarantee for frequency or volume of Services to be requested for any given time period throughout the term of this Agreement. The general and known Services are included in this Agreement; however, County, via a Task Order, may request and Contractor may request, additional services as needed. Additional services shall be priced at the rates specified in Exhibit "A."
 - c. Contractor shall abide by the following practices while promoting and implementing Conservation Programs and performing the services under this Agreement:
 - i. Conservation Programs shall be identified as a service provided by DPU, Los Alamos Water and Energy Conservation Program and shall utilize DPU branding identifiers for public communication(s). All promotional materials, advertisements and educational handouts shall clearly identify the activity is a DPU program.
 - ii. Contractor shall identify themselves as "Contractor to the Los Alamos County Water and Energy Conservation Program" and incorporate appropriate measures to advertise that cooperation through use of banners, signs, or labeled promotional handouts with every outreach presentation. Additionally, any advertisement shall be reviewed and approved by the Conservation Coordinator before any promotion shall be issued, released, or otherwise distributed.
 - iii. Contractor shall provide all services in cooperation with the mission, vision, and value statements of DPU, attached as Exhibit "B" and as may be amended from time-to-time.
 - iv. Contractor shall be professional, courteous, and respectful to program participants at all times. Contractor shall forward customer complaints and requests that may arise during the performance of the Services under this Agreement to the Conservation Coordinator no later than five (5) business days from initial receipt of the customer statement.
- 2. Community and Education Outreach Services.** Contractor shall provide DPU Community Education and Outreach Services, which shall include, but are not limited to, those described below.
- a. **Los Alamos County Schools Outreach.**
 - i. Contractor's services shall include outreach in the Los Alamos Public Schools ("LAPS") for elementary, secondary grades, and the online academy, as well as the homeschool community, and other similar educational institutions within the County, as identified by the Conservation Coordinator. The outreach shall consist of specific water and energy conservation lessons developed in coordination with teaching staff and the Conservation Coordinator. Outreach shall meet, at a minimum, the most current applicable New Mexico Science Standards. Contractor shall provide lesson plans for school programs upon County request.
 - ii. Contractor shall, at dates, times, and locations to be determined by both Parties, organize and conduct on behalf of County an annual water festival, hosted by DPU and offered to 4th Grade students in the County.
 - iii. Contractor's staff participating in any school outreach events or activities shall meet applicable LAPS or other school requirements, policies, regulations, and procedures, which include, but are not limited to, reference checks and background checks. Contractor shall pay for any costs

associated with meeting such requirements, policies, regulations, and procedures, including costs for background checks.

- b. **Community of Los Alamos County Water and Energy Efficiency Outreach and Public Relations.** Contractor shall develop outreach opportunities that will encourage DPU customers to implement water and energy efficiency changes in their homes, businesses, or rental unit(s). Contractor programs and promotional materials shall be approved by the DPU Conservation Coordinator *prior to production* and subsequent distribution. The Contractor's outreach and public relations services shall include, but are not limited to the following:

- i. Talks, presentations, workshops, and programs to the community ("Talks"), with at least one Talk on water or energy conservation on a quarterly basis, or Talks occurring at least four (4) times per calendar year;
- ii. Bringing water and energy conservation activities to community events, which may include, but are not limited to, ScienceFest, ChamberFest, WinterFest, Earth Day Festival, Summer Family Evenings, and Halloweekend;
- iii. Distribution of water and energy conservation kits supplied by County at the PEEC Nature Center;
- iv. Educating citizens about available options for upgrading their homes for a wide range of residence types, including but not limited to, single-family homes, duplexes, apartments, and condominiums;
- v. Educating citizens on the conservation measures and opportunities that may be beneficial to utility customers in general under the 2022 Inflation Reduction Act;
- vi. Contacting local renters, who could be encouraged to make changes to increase the efficiency of their rental property, through various methods which may include, but are not limited to, any or all of the following contact methods: phone calls, in-person visits, mailings, e-mailings, and distribution of door tags;
- vii. Exploring the feasibility of distributing rainwater collection barrels to a portion of Los Alamos citizens and provide recommendations in writing to County regarding such potential distribution and programming; and
- viii. Marketing and advertising programs and services using local media and Contractor's existing community contacts, which may include, but are not limited to, weekly PEEC this Week communications via e-mail, quarterly Nature Notes mailings; Facebook, Twitter, and Instagram postings; press releases to local news outlets; and marketing school programs to teachers through e-mail(s) and online sign-up forms. County shall reimburse any pre-approved paid advertising expenses. Advertising expenses not expressly approved in advance by County will be the responsibility of Contractor.

- c. **Provision of Promotional Items, Equipment, and Other Similar Materials.**

- i. Contractor, in performance of Services under this Agreement, shall purchase and provide "Materials and Equipment" including, but not limited to the following: promotional and giveaway items such as pencils, water bottles for festivals and solar car kits; equipment such as snap circuit kits; and consumable materials such as paper, printing supplies, batteries, and rent for storage units. Contractor shall obtain pre-authorization from the Conservation Coordinator for the purchase, design, function, and planned distribution of such items. County shall reimburse any pre-approved paid Materials and Equipment expenses. Materials and Equipment and

expenses not expressly approved in advance by County shall be the responsibility of Contractor.

- ii. Contractor shall, upon County request, distribute to the community items and materials provided by County for use in promoting County's Conservation Program and DPU's Conservation Goals, which may include, but are not limited to, conservation kits.

- d. **Additional Outreach and Programming in Support of DPU's Conservation Goals.** County may, throughout the term of this Agreement, upon execution of a Task Order, request additional related Services in support of DPU's Conservation Goals at the rates specified in Exhibit "A." Contractor's ability to perform such requested additional Services shall be contingent upon Contractor's staff availability and capacity at the time of County's request.

3. Program Evaluation and Reporting. Contractor shall, as requested by DPU, provide the following measurement and reporting of Services performed throughout the term of this Agreement:

- a. Create an online Conservation Program evaluation form and send a link to teachers who participate in PEEC programs. Contractor shall monitor evaluation submissions for anything that should be adjusted in the Conservation Program quickly and shall compile and review evaluations at the end of each school year to determine where to make improvements to the Conservation Program during the next school year;
- b. Send an online survey to participants of talks hosted by PEEC and analyze survey results to determine, if applicable, where improvements could be made to the current Conservation Program(s);
- c. Provide, within thirty (30) days of the end of the quarter, quarterly updates to the Conservation Coordinator of the Services performed, which shall include, but are not limited to, events and number of participants or students within each Service area specified by the Task Order, and an update of expected programs for the next quarter;
- d. Provide, within thirty (30) days of the end of the calendar year, an annual comprehensive report to the Conservation Coordinator for the calendar year that includes, but is not limited to, each service request and the invoice submitted against each request; a description of each implemented activity; the number of students and/or community members reached with each activity; and any additional resources that were used to implement the activity or for the participants to take home; and
- e. Include program photos in the reports when deemed appropriate by the Contractor.

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) weeks' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Conservation Coordinator shall request the Services of Contractor 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 Request for Quote and Task Order is provided in Exhibit "C."
- c. Upon County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or Services requested by Conservation

Coordinator ("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 described in Exhibit "A" as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by the Conservation Coordinator. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Agreement and are not compensable.

- d. If Contractor's Quote is acceptable to County, the Conservation Coordinator shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work only upon written receipt of the Approved Task Order.
- e. If Contractor is unable to provide, in the determination of the Conservation Coordinator, the full scope of the Proposed Task Order work, the Conservation Coordinator may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of County after a finding that a change to the Task Order is necessary and justifiable. Contractor'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 Contractor 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 the agreement unless modified by County.
- f. Contractor shall take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors and equipment rentals shall be paid pursuant to Exhibit "A."
- g. This Agreement shall not provide Contractor with a guarantee that County shall accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any specific work or services related to DPU's water and energy conservation efforts. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
- h. Contractor may be required to attend County Council meetings and other public meetings. County shall identify the meetings and Contractor 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 Proposed Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County accordingly, based on the hourly rates identified in Exhibit "A."

SECTION B. TERM: The term of this Agreement shall commence January 25, 2023, and shall continue through January 24, 2030, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for performance of the Services in an amount not to exceed **THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000.00)**, 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.

- b. The Parties understand that County, at its sole discretion, may utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that results in the need to amend the not-to-exceed compensation amount originally estimated by County and specified herein. The Parties agree that they shall work in good faith to amend the not-to-exceed compensation amount, if applicable, to accommodate the additional Services. Any increase to the not-to-exceed compensation amount provided herein, must be authorized by an Amendment to this Agreement, which must be approved by County Council. This provision shall not be construed to conflict with County's sole discretion to determine when Contractor's Services are required.

2. **Invoices.** Contractor shall submit itemized invoices, per the completion of Tasks, to County's Conservation Coordinator showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other

property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the Services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

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

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

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

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:

County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit 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 Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third Party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

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

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

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

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit,

demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

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

SECTION V. NOTICE: 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:

Water and Energy Conservation Coordinator
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

PEEC Official Representative
Pajarito Environmental Education
Center
2600 Canyon Road
Los Alamos, New Mexico 87544

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 Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions, and provisions of this Agreement shall control and take precedence.

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

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent

of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "D." Contractor must submit this form with this Agreement, if applicable.

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

PAJARITO ENVIRONMENTAL EDUCATION CENTER, A
NEW MEXICO NON-PROFIT CORPORATION

BY: _____
JILL RUBIO **DATE**
PEEC EXECUTIVE DIRECTOR

Exhibit "A"
Compensation Rate Schedule
AGR23-43

Contractor shall perform Services as described in Section A. of this Agreement, and as approved by Task Order, at the following rates, excluding gross receipts tax.

Hourly Labor Rates

Labor charged to County shall not exceed the following rates per hour per person:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
PEEC Staff	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28	\$57.96	\$59.70
Volunteers and Interns	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Additional Notes to Pricing. The following costs shall be specified in Quotes provided by Contractor and are subject to County approval through the Task Order process described herein. The following costs are included in the total not-to-exceed amount specified in Section C. of this Agreement:

Materials, Equipment, and Advertising

Materials and Equipment and advertising fees, as described in Section A. of this Agreement, shall be billed to County at actual cost with a copy of the invoice from Contractor's supplier.

Travel and Transportation

Travel and Transportation costs include, but are not limited to, costs for the use of LAPS buses for school field trips and PEEC staff vehicle use for traveling to and from schools and conservation events while providing Services under this Agreement. Costs for the use of a LAPS bus shall be billed to County at actual cost with a copy of the invoice from LAPS. Costs for PEEC vehicle use for travel shall be charged at the then current Federal General Services Administration ("GSA") Mileage Reimbursement Rate.

Subcontractors

Contractor may utilize Subcontractors to perform Services, which may include, but are not limited to, operators of the Los Alamos Nature Center. Subcontractor costs approved in executed Task Orders shall be billed to County at actual cost with a copy of the invoice from the Subcontractor.

Exhibit “B”
DPU Mission, Vision, and Values Statements
AGR23-43

The following are the currently approved DPU Mission, Vision, and Values statements, as referenced in Section A.1.c.3. of this Agreement.

MISSION

Provide safe and reliable utility services in an economically and environmentally sustainable fashion.

VISION

Be a high-performing, community-centric utility, contributing to its future with innovative and diversified utility solutions.

VALUES

We value our:

- CUSTOMERS by being service oriented and fiscally responsible;
- EMPLOYEES AND PARTNERSHIPS by being a safe, ethical and professional organization that encourages continuous learning;
- ENVIRONMENTAL AND NATURAL RESOURCES through innovative solutions;
- COMMUNITY by being communicative, organized and transparent.

Exhibit "C"
Sample Request for Quote and Task Order
AGR23-43

Title: Los Alamos County Schools Outreach

Contract:

Goal: Educate Los Alamos Public Schools students, online academy students, and homeschool students about energy and water and the importance of conservation through hands-on instruction in K-12 classrooms and at community events.

Scope: Modify and implement classroom curricula that is specific to water and energy conservation lessons developed in coordination with teaching staff and Contract Manager. Outreach must meet the current New Mexico Science Standards. Organize and conduct the annual water festival for 4th grade students in Los Alamos County.

Deliverables: Lesson plans, water and energy lesson materials, teacher evaluation forms, giveaways, program summary.

Estimated Cost: \$XX,XXX

Hours	Rate	Labor Total	Materials	Transportation	Advertising/ other costs	Total

Estimated Schedule: XXX XX, 2022 to XXX XX, 2023

DPU Water and Energy Conservation Coordinator
Name:

Date

DPU Deputy Utility Manager
Name:

Date

Contractor
Name:

Date

Utilities Manager (Required for Task Orders \$25K or greater)
Name:

Date

Task Orders \$50K or greater require Board of Public Utilities approval, and Task Orders \$200K or greater also require County Council approval.

Exhibit "D"
Confidential Information Disclosure Statement
AGR23-43

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: Elizabeth Watts, Educator
Pajarito Educational Center
2600 Canyon Road
Los Alamos, New Mexico, 87544
elizabeth@peechnature.org

County: Water and Energy Conservation Coordinator
1000 Central Avenue, Suite 130
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 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"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR23-43

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; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)