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LOS ALAMOS COUNTY, NM
MICHAEL D. REDONDO COUNTY CLERK
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Jasmine Maez

AGR26-27

LOS ALAMOS

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 **Creative West**, a Colorado nonprofit corporation ("Contractor" or "CREATIVE WEST"), collectively (the "Parties"), to be effective for all purposes July 7, 2026 ("Effective Date").

WHEREAS, County has a need for a web based, Public Art Archive Solution; and

WHEREAS, procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases; 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. "Applicant" means any artist or individual who uses the Services to submit to or otherwise participate in County's Public Art Collection and who have been supplied user identifications and passwords by Contractor for this purpose.
2. "County Data" means the information, including content, images, reports, text, sound and video, input into the Services by County and/or by Applicants with respect to their Submissions to and participation in County's Public Art Collection.
3. "County's Public Art Collection" means a work of public art acquired by the County through a contest, call, competition, solicitation, grant, and other artist, art-selection, or grant-related events sponsored by County for the selection of artists, grantees, or art for display, acquisition, or other use of such art objects by County that is identified in a written or electronic form that is submitted by County to Contractor and approved by Contractor. Contractor reserves the right, in its sole discretion, to determine if a work of art in County's Public Art Collection is for use of the applicable Services.
4. "Documentation" means Contractor's description of the Services and/or user manual as provided on the applicable website through which the Services are made available, as updated by Contractor from time to time. The user manuals may be provided by Contractor to County in connection with the Services in either electronic, online help files, or hard copy format.
5. "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, services marks, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

6. "Submissions" means County's right to use the Services including the right to solicit the submission of applications, information and materials from Applicants through the Services for the County's Public Art Collection.
7. "Support" means Contractor's standard technical support for County's use and operation of the Services.
8. "Users" means County's employees and independent contractors who are authorized by County to use the Services for County's Public Art Collection on behalf of County and have been supplied user identifications and passwords by Contractor for this purpose.

SECTION B. SERVICES: Contractor shall provide a non-exclusive revocable license to the County for unlimited users of the web-based Software-as-a-Service ("SaaS") Public Art Archive™ Collection Management System ("PAA CMS"), which consists of The Public Art Archive and CollectionSpace for publishing of the County's Public Art Collection ("Services").

1. **Implementation.** The following stages shall be completed by Contractor within the timeframes specified herein. County shall have the sole ability to extend the days needed to complete implementation services.
   a) **Access and Use**: Subject to the terms and conditions of this Agreement, CREATIVE WEST grants to County, during the Term, a non-exclusive, non-transferable, limited right to remotely access and use the Public Art Archive Collection Management System in accordance with the Documentation and the other terms and conditions of this Agreement solely to manage the County's Public Art Collection.
   b) **County Resources:** County shall be solely responsible for, at its own expense, acquiring, installing and maintaining all connectivity equipment, internet and network connections, hardware, Third Party software and other equipment as may be necessary for its Users to connect to and obtain access to the Public Art Archive Collection Management System.

2. **Data Ownership.**
   a) All data is owned by County. County shall be responsible for accuracy, legality, and copyright of all data and represents and warrants the right to use and manage all data in connection with its use of Contractor's Services.
   b) CREATIVE WEST shall only access County's User Accounts and access or use the County Data to provide the Services; to perform its obligations and to exercise its rights under this Agreement; as permitted by the Privacy Policy; as required to comply with lawful legal process; and as necessary, in its commercially reasonable judgment, to protect the Service or County Data from any unauthorized use and to prevent the Service or County Data from being used to defraud or harm any person, including but not limited to CREATIVE WEST, County, any County User or any third party.
   c) Contractor shall perform daily data protection backups with at least 10 (ten) incremental copies of all data available and will provide this data to County upon request.

3. **Licenses and Users.** Contractor shall provide a non-exclusive revocable license to County for an unlimited number of users of the PAA CMS SaaS. Contractor shall provide County a non-exclusive, non-transferable, revocable, license to remotely access and use the Services hereunder and, unless prohibited by law, shall provide access to any person designated by County. Contractor shall set up one (1) County Administrative User with a unique user identification name and password. County shall be responsible for assigning additional login credentials to Users.
   a) **Users:** County shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the PAA CMS SaaS and shall notify CREATIVE WEST promptly of any such

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unauthorized use. Access to the PAA CMS SaaS cannot be shared with anyone other than County's Users.

b) **User Conduct:** County agrees to abide by all applicable laws and regulations in connection with the Public Art Archive Collection Management Service. County agrees not to use and not to permit its Users or any third party to use the Service to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, without their consent; (c) transmit through or post on the Service unlawful, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) intentionally transmit any material that may infringe or violate the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity; (e) intentionally transmit any material that contains software viruses or other harmful or deleterious computer code; (f) intentionally interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies, or procedures of such networks; (g) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Service; or (i) commit or aid in the commission of any unlawful act, violate any person's rights, or annoy, harass, harm, threaten or intimidate another person connected to the Service.

c) **Restrictions on Use:** Use of the Service is limited solely to the management of the public art collection or collections owned by County. County shall be responsible for all activities that occur under County's User accounts. Except as expressly permitted in this Agreement or as otherwise authorized by CREATIVE WEST in writing, County shall not permit any User or third party to (a) copy, transmit, store, publicly display, modify, adapt, alter, translate, or create derivative works with respect to the Service, except as required to use and within the limitations and restrictions included as part of the Public Art Archive Collection Management System; (b) sublicense, lease, rent, loan, sell, resell, distribute, make available or otherwise use or transfer the Service or access to or use of the Public Art Archive Collection Management System to any third party or for the benefit of any third party for any purpose; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service; or (d) otherwise use or copy the Public Art Archive Collection Management System or any component of it, except as expressly allowed by this Agreement.

4. **Training.** Contractor shall provide County with training as detailed in Exhibit C, attached hereto and made a part hereof for all purposes and as follows:
   a) Unlimited training shall be provided through electronic communication and email support, or a combination of each upon County's request.
   b) Web-based documentation.
   c) Training may be scheduled at any time while County maintains a license to the PPA CMS SaaS.

5. **Support**. Contractor shall provide County with the support as detailed in Exhibit C and as follows:
   a) Standard technical support shall be provided Monday through Friday (U.S. national holidays excepted) from 9:00 a.m. through 5:00 p.m. Mountain Time (a "business day"). Standard support consists of email and telephone support (within U.S. and Canada) during the Term of this Agreement.

b) Support may be scheduled at any time while County maintains an annual subscription to the PPA CMS.

6. **Software Functionality**. Contractor shall, at a minimum, provide PAA CMS SaaS with the following functionalities. Contractor shall provide upgrade enhancements to functionality at no additional cost to County.
   a) **Accessibility**. Contractor shall provide access through County's website interface at a subdomain. Access shall be web-based via any device with an internet connection, Wi-Fi, or cell signal.
   b) **Cataloging**. The compilation and maintenance of key information, identifying and describing objects.
   c) **Commission of Acquisition.** Ability to document and manage the addition of public artworks and associated information to the County's Public Art Collections. Ability to track the commissioning process once the artist(s) have been selected for a project.
   d) **Conservation**. Ability to document and manage the repair and preservation process including information regarding the conservator, the conservator's assessments, treatment options, and priority levels for conservation projects.
   e) **Condition and Maintenance Check**. Ability to document and manage condition checks and inventory assessment of County's Public Art Collection. This procedure is distinct from conservation, which is meant for routine artwork assessments.
   f) **Data Import/Export**. CollectionSpace import functionality shall support importing files in XML (Extensible Markup Language) or CSV while preserving all relationships present in the data on import.
   g) **Data Entry Templates**. The ability to create records from existing records or create predefined templates for specific data entry needs.
   h) **Deaccession**. Ability to document and manage departure of public artworks from the County's Public Art Collection.
   i) **Intake**. Ability to track art upon delivery, deposit, and installation.
   j) **Loans In/Out**. Ability to document and manage the borrowing and lending of artworks for which County is responsible, for a specific period of time or for a specific purpose, whether exhibition or display, research, conservation, education or photography and publication.
   k) **Media Handling**. Users may upload media files to the system or link to media files stored in an outside asset management system.
   l) **Roles and Permissions**. The management of system access, including read and write permissions for procedural, artwork, and organizational records.
   m) **Reports**. Reports shall be included in the Public Art Profile software. The PAA shall include preloaded template reports available in xlsx and csv formats.
   n) **Valuation**. Ability to document and manage the valuation of County's Public Art Collection. This extension includes the ability to track appraisals, insurance assessments, and calendar dates when valuation needs review for insurance purposes.

7. **Technical Specifications**. Contractor shall provide, at a minimum, and at no additional cost to County, the following technical services in addition to providing maintenance, security, back-ups, customer service, updates, and data migration.
   a) Ensure CollectionSpace follows security best practices for Amazon Web Services (AWS) and follows County of Los Alamos Technical Standards as described in Exhibit B, attached hereto and made a part hereof for all purposes.
   b) Physical servers are located at Amazon's data centers which are accessible by Amazon data center employees only. Data centers shall be located within the United States as stated Exhibit "B".

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c) All County data at rest shall be encrypted by CREATIVE WEST during transmission and while in storage.
d) System installation using hardened operating system with regular security patches. System patching shall be configured to provide ongoing protection from exploits.
e) Data protection backups shall be done daily with at least ten (10) incremental copies of all data at any point in time.
f) Distributed Denial of Service (DDoS) mitigation services. Larger sustained attacks lasting more than twenty-four (24) hours shall be escalated in order to resolve the issue.
g) Access to confidential information shall be restricted to only authorized individuals.
h) System access shall be logged and tracked.

SECTION C. TERM: The term of this Agreement shall commence July 7, 2026, and shall continue through July 6, 2041, unless sooner terminated, as provided herein.

SECTION D. COMPENSATION:

1. **Amount of Compensation**. County shall pay compensation for performance of the Services in an amount not to exceed THIRTY-NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS ($39,180.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices**. Contractor shall submit itemized annual invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All payments collected by CREATIVE WEST under this Agreement are fully earned when due and nonrefundable when paid except if the Agreement is terminated by County as defined in Section X(1) below.

SECTION E. 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 F. 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 G. 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

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described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION H. 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 I. 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 J. 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 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 will be delivered in accordance with the policy provisions.

1. **General Liability Insurance:** ONE MILLION DOLLARS ($1,000,000.00) per occurrence; ONE MILLION DOLLARS ($1,000,000.00) aggregate.
2. **Professional Liability Insurance:** A limit of not less than $1,000,000 each Claim, with a $1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.
3. **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.

SECTION K. 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 L. 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 M. 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 N. 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 O. 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 P. 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 Q. INDEMNITY:
Contractor shall indemnify, defend, and hold harmless County and its Council Members, officers, directors, employees, representatives, and agents (collectively, "County Indemnitees") from and against any and all third-party claims, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or related to: (a) Contractor's gross negligence or willful misconduct in connection with this Agreement; (b) Contractor's material breach of any representation, warranty, covenant or obligation under this Agreement; and (c) Any allegation that the Services infringe or misappropriate any third party's intellectual property rights.

SECTION R. LIMITATION OF LIABILITY: EXCEPT FOR MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR AVAILABILITY OF THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CREATIVE WEST'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT

SYSTEM SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS UNDER THE POLICES OF BREACH LIABILITY COVERAGE, IDENTIFIED BELOW, MAINTAINED BY CREATIVE WEST. Except as exclusive obligations and remedies are expressly provided for in this Agreement, the parties' rights and remedies under this Agreement are cumulative. County acknowledges that the Public Art Archive Collection Management System Service contains valuable trade secrets, Intellectual Property and other proprietary information of CREATIVE WEST, that any actual or threatened breach of Section S of this Agreement will cause immediate and irreparable harm to CREATIVE WEST for which monetary damages would be an inadequate remedy, and that injunctive relief without necessity of any bond being posted is an appropriate remedy for such breach. If any legal action is brought by a party to interpret or enforce this Agreement, then the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and court costs, in addition to any other relief it may receive.

SECTION S. SECURITY AND PRIVACY:

1. **Privacy Policy:** Access to and use of the Public Art Archive Collection Management System Service is subject to CREATIVE WEST's privacy policy as published online at http://www.creativewest.org/privacy, and available through the website for the Public Art Archive Collection Management System Service, as such policy may change from time to time (the "Privacy Policy").
2. **Security.** During the Term, the Public Art Archive Collection Management System Service will substantially implement and maintain generally-acknowledged industry best practices for County security and privacy considering the type of data and the risks arising from a breach of the data.
3. **Security Warranty.** CREATIVE WEST warrants that the Public Art Archive Collection Management System Service will be compliant with SSL (secured sockets layer) protocols that encrypt communication between the server and the user's browser (the "Security Warranty"). If CREATIVE WEST breaches the Security Warranty, then CREATIVE WEST will do the following as County's sole remedy: (a) defend County against any third-party claims arising out of and proximately caused by the breach of the Security Warranty; and (b) indemnify and hold harmless County from all damages, including claims by third party claimants, arising out of and proximately caused by the Service to the extent such damages both arise out of and are proximately caused by a breach of the Security Warranty .
4. **Cyber Liability/Security Breach Insurance.** CREATIVE WEST presently has and will use commercially reasonable efforts to maintain liability insurance which provides coverage for breaches of the Security Warranty affecting the Service with limits of liability of at least $1,000,000 per claim and $1,000,000 on an annual aggregated basis (the "Breach Liability Coverage").

SECTION T. 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

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prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

SECTION V. 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 W. 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 X. TERMINATION:

1. **Generally**. Either Party may terminate this Agreement for any reason upon ninety (90) days prior written notice to the other party. 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. Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof. Upon termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section D. Upon termination, Contractor shall refund any prepaid fees covering the remainder of the Term after the effective date of termination.
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 Y. 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.

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County:

Chelsea Ashcraft, APPB Liaison
Incorporated County of Los Alamos
1000 Central Avenue, Suite
Los Alamos, New Mexico 87544
E-mail: Chelsea.ashcraft@losalamosnm.gov

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

Contractor:

Lori Goldstein, Senior Manager, Public Art Archive
Creative West
1536 Wynkoop Street, Suite 522
Denver, Colorado 80202
E-mail: lori.g@wearecreativewest.org

SECTION Z. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

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

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

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

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

ATTACHMENT A

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

SECTION AF. 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

MICHAEL D. REDONDO
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: Anne W. Laurent 7/10/2026
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

Kathryn S. Thwaits for
J. ALVIN LEAPHART
COUNTY ATTORNEY

CREATIVE WEST, A COLORADO NONPROFIT CORPORATION

Lori Goldstein 7/13/2026
LORI GOLDSTEIN **DATE**
SENIOR MANAGER, PUBLIC ART ARCHIVE

ATTACHMENT A

Exhibit A
Compensation Rate Schedule
AGR26-27

Table 1. Annual Software License Fees

Annual Software Fees include, but are not limited to, the Public Art Archive Collection Management System (PAA CMS), all maintenance, future Software upgrades, unlimited customer support, and training.	
Contract Year	**Fees - NTE**
Year 1 7/7/2026 – 7/6/2027	$2,000.00
Year 2 7/7/2027 – 7/6/2028	$2,000.00
Year 3 7/7/2028 – 7/6/2029	$2,000.00
Year 4 7/7/2029 – 7/6/2030	$2,000.00
Year 5 7/7/2030 – 7/6/2031	$2,000.00
Year 6 7/7/2031 –7/6/2032	$2,000.00
Year 7 7/7/2032 – 7/6/2033	$2,000.00
Year 8 7/7/20333 – 7/6/2034	$2,000.00
Year 9 7/7/2034 – 7/6/2035	$2,000.00
Year 10 7/7/2035 – 7/6/2036	$2,000.00
Year 11 7/7/2036 – 7/6/2037	$2,000.00
Year 12 7/7/2037 – 7/6/2038	$2,000.00
Year 13 7/7/2038 – 7/6/2039	$2,000.00
Year 14 7/7/2039 – 7/6/2040	$2,000.00
Year 15 7/7/2040 – 7/6/2041	$2,000.00
Total	**$30,000.00**

Table 2. Additional and Optional Services

Collection Showcase page for customized landing page hosted on Public Art Archive. Includes collection map and collection landing page embed.	
Contract Year	**Fees - NTE**
Year 1 7/7/2026 – 7/6/2027	$500.00
Year 2 7/7/2027 – 7/6/2028	$620.00
Year 3 7/7/2028 – 7/6/2029	$620.00
Year 4 7/7/2029 – 7/6/2030	$620.00
Year 5 7/7/2030 – 7/6/2031	$620.00
Year 6 7/7/2031 –7/6/2032	$620.00
Year 7 7/7/2032 – 7/6/2033	$620.00
Year 8 7/7/20333 – 7/6/2034	$620.00
Year 9 7/7/2034 – 7/6/2035	$620.00
Year 10 7/7/2035 – 7/6/2036	$620.00
Year 11 7/7/2036 – 7/6/2037	$620.00
Year 12 7/7/2037 – 7/6/2038	$620.00
Year 13 7/7/2038 – 7/6/2039	$620.00
Year 14 7/7/2039 – 7/6/2040	$620.00
Year 15 7/7/2040 – 7/6/2041	$620.00
Total	**$9,180.00**

Total Not to Exceed Amount	**$39,180.00**

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Exhibit B
County Technology Standards
AGR26-27

Remainder of this page intentionally blank, see Exhibit B on the following pages.

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County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions Questionnaire

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this document called "Operator", for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in the table below, check "YES" to indicate compliance, "NO" to indicate non-compliance, or "N/A" to indicate that the requirement is not applicable. In the cell beneath each standard requirement, *briefly* describe *how* Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, County will provide these documents upon request.

	STANDARD REQUIREMENT	**YES**	**NO**	**N/A**
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	N/A			
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.			X
Briefly describe how Offeror will comply, alternate methods,	**N/A**			

	STANDARD REQUIREMENT	YES	NO	N/A
or why a standard requirement is not applicable.				
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	N/A			
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	N/A			
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	N/A			
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	PAA is accessed online and no software will need to be installed.			
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)			X

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	STANDARD REQUIREMENT	YES	NO	N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	PAA is accessed online and no software will need to be installed.			
Desktop OS **(On-Premise & Hosted)**	Microsoft Windows 10 & 11 at current Service Pack (SP).	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	PAA works with the 2 most recent versions of the browser (chrome, firefox, safari, edge) and operating systems.			
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.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	PAA works with the 2 most recent versions of the browser (chrome, firefox, safari, edge) and operating systems.			
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			X

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	STANDARD REQUIREMENT	YES	NO	N/A
	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.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
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.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	The PAA collection management system does not use public facing internet apps or links. The PAA public portal is public but uses standardized internet apps and links that not customizable. Links on the PAA showcase page can be collaborated and reviewed upon before publishing.			
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Data is stored directly in the CMS but data can be shared via spreadsheets and Creative West is compatible with Microsoft Office.			
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Data is stored directly in the CMS but data can be shared via spreadsheets and Creative West is compatible with Microsoft Office.			
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			X

	STANDARD REQUIREMENT	YES	NO	N/A
	its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
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.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Security & SSL **(On-Premise & Hosted)**	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).	X		

	STANDARD REQUIREMENT	YES	NO	N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	We support all three areas of data security: physical security, operational security, and system security, to ensure maximum protection of our client data. We leverage SSL encryption and data encryption for securing all account access, data in transfer, and data at rest. Internally we follow least privileged access processes to ensure access to systems and applications are secure.			
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
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.	X		

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Exhibit C
Support and Training
AGR26-27

1. **Service**

a. **Description.** The Service to which access will be provided under this Agreement will be the current release of the Contractor's web-based service accessed at the URL addresses set forth below in paragraph 1(b) of this Exhibit C, or any other address provided by Contractor, and known as Public Art Archive Collection Management System Service, which is a web-based collection management system, which includes the transmission of, access to, and storage of Client Data ("**Software**").

b. **Access**. County shall access and use the Software and Services through the administrator's website interface provided at a sub-domain of cms.publicartarchive.org.

2. **Setup Services and Training.**

Contractor will provide the Services necessary to assist and train County to integrate County's related information with the Service and in the basic functioning of the Service, consisting of standard training, web-based documentation, and standard technical support (the "Setup Services"). County shall assign and have available a project coordinator and sufficient personnel to assist in the timely and orderly implementation of the Service. Standard training shall be provided to County's personnel, which may or may not include representatives of other clients, shall be conducted through electronic communication and email support, or a combination of each as determined by Contractor.

3. **Support.**

a. Standard technical support is provided Monday through Friday (U.S. national holidays excepted) from 9:00 a.m. through 5:00 p.m. Mountain Time (a "business day") and consists of email support and telephone support (within the U.S. and Canada) during the Term.

b. Support does not include any on-site technical support or any assistance to County in its use and operation of the Service or any other aspect of the Services beyond those services included as part of Contractor's standard set up services.