



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 **Global Vista Technologies, Inc. dba DestinationIQ**, a Colorado corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes October 8, 2025 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 26-05 ("RFP") on July 3, 2025, requesting proposals for Tourism Marketing Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 5, 2025 ("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 County Council approved this Agreement at a public meeting held on October 7, 2025; and

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

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

SECTION A. SERVICES: Contractor shall provide the following services:

1. Marketing Plans and Assessment:

- a. Interim Marketing Plan. To ensure continuity of tourism marketing activities during the development of the full Marketing Plan in Year 1, Contractor shall develop and deliver an Interim Marketing Plan and conduct an Initial Market Assessment as described below. The Interim Marketing plan shall identify timelines, staffing and budget allocations for current and pending marketing projects and define key success metrics for each initiative. The Interim Marketing Plan shall be delivered within eight (8) weeks of the effective date of this Agreement.
- b. Initial Market Assessment. Conduct an Initial Market Assessment within twelve (12) weeks of the effective date of the Agreement, which evaluates the current state of the County's tourism marketing activities and provides recommendations for improvement. The assessment shall align with existing County plans to include the Tourism Strategic Plan, the Economic Vitality Strategic Plan, and Lodgers' Tax Advisory Board (LTAB) workplans, as well as regional and national tourism trends and community goals. Results of the assessment shall be utilized in drafting of the Year 1 Annual Marketing Plan.

- c. Tourism Marketing Data Plan. Contractor shall design and implement a Tourism Marketing Data Plan using advanced tracking tools. The plan must capture visitor demographics, origin, behavior, and campaign influence metrics to enhance return on investment (ROI) tracking and inform future marketing investments, and guide future planning and shall include:
 - i. Methods for tracking visitation and visitor spending data including, but not limited to geofencing and mobile location tracking.
 - ii. Integrated Customer Resource Management (CRM) solutions to manage stakeholder and visitor engagement, audience analytics capturing demographics, origin markets, behavior and campaign influence.
- d. Annual Marketing Plan. Contractor shall create and annually update a comprehensive Marketing Plan that outlines strategic goals, target audiences, performance measurements, budget allocations, and implementation tactics across advertising, public relations, event marketing, and digital engagement. This Marketing Plan shall serve as the guiding framework for evaluating all approved and proposed tourism marketing projects, as determined by the County's Project Manager.
 - i. The Marketing Plan shall include the following:
 - 1. A production and review schedule,
 - 2. Comprehensive Budget projections (including contractor fees and production costs),
 - 3. Consistent messaging such as slogans, a mix of media channels (including print, web, events, digital, and story placement), and
 - 4. A method for evaluating ROI.
 - ii. Annual Plan Schedule and Review. Within sixteen (16) weeks of the effective date of this Agreement, Contractor shall submit a preliminary draft of the Year 1 Marketing Plan to the County's Project Manager for review and comment. The final version of the Year 1 Marketing Plan must be submitted and approved no later than twenty (20) weeks from the effective date of this Agreement.
 - iii. For each subsequent year of the Agreement, Contractor shall update the Marketing Plan. A preliminary draft shall be presented to the County's Project Manager to review, provide comments on, and approve. The final Annual Marketing Plan shall be submitted by August 1 and presented at the September meeting of LTAB.
- e. Transition and Integration Support. Contractor shall coordinate with the current Tourism Marketing contractor to ensure a smooth and thorough transition, including knowledge transfer of current initiatives, asset and vendor handoff, and integration of existing programs into the new strategic direction.

2. Marketing:

- a. Design and present a draft multi-channel marketing strategy to County's Project Manager, in conjunction with the delivery of the draft Annual Marketing Plan, for review, input, and approval. Services which may be Optional Services are identified for execution as Optional Services in Exhibit A, Compensation Rate Schedule, attached hereto and made a part hereof for all purposes. When presenting the marketing strategy and Annual Marketing Plan, Contractor shall clearly delineate between Base Services and Optional Services. Once approved, execute the multi-channel marketing strategy. The strategy shall include but is not limited to the following:

- i. Website Engagement:
 - 1. Position the County's tourism website (www.visitlosalamos.org) as the hub for travel planning and visitor engagement utilizing, but not limited to the following to improve Search Engine Optimization (SEO) and encourage visitation:
 - a. Homepage takeovers and seasonal landing pages.
 - b. Content development (blog posts, itineraries, travel tips.)
 - c. Integration of booking tools, maps, user-generated content, and event calendars.
 - d. Regular performance reporting (sessions, time on page, conversions, and bounce rates.)
 - ii. Social Media Engagement:
 - 1. Build community, inspire travel, and showcase authentic experiences by use of but not limited to the following tools:
 - a. Consistent posting across relevant social media platforms, as approved by the County's Project Manager, to include:
 - i. Stories, reels, and video content to drive engagement and reach. (Included in the multi-channel strategy, but priced as an Optional Service if selected for execution by County's Project Manager.)
 - b. Influencer collaboration to tap into new audiences (included in the multi-channel strategy, but priced as an Optional Service if selected for execution by County's Project Manager.)
 - c. Community Management (comment response, direct messages (DMs), tagged content. (Included in the multi-channel strategy, but priced as an Optional Service if selected for execution by County's Project Manager.)
 - iii. Special Event Support:
 - 1. Increase awareness and attendance at key events that bring visitors to the region, utilizing but not limited to:
 - a. Event-specific ad campaigns across digital and traditional channels.
 - b. On-site content capture for real-time posting and future use. (Priced as an Optional Service if selected for execution by County's Project Manager.)
 - c. Media relations to secure pre-event and post-event coverage.
 - d. Partner toolkits to support local business promotion of the special event.
 - e. Coordinated public relations to support key campaigns and content themes throughout the year.
- 3. Reporting:** Contractor shall develop and provide the County's Project Manager with reports to track performance across all active channels and campaigns with insights and recommendations to guide ongoing refinement.
- a. Monthly Activity Reports. Contractor shall submit Monthly Activity Reports summarizing all marketing activities, including campaign performance, media placements, social media engagement, website analytics, and budget updates.

- b. Quarterly Data and Insight Reporting. Contractor shall submit Quarterly Data and Insight Reporting summarizing the performance of the Tourism Marketing Data Plan, to include but not limited to:
 - i. Visitor demographics,
 - ii. Origin markets,
 - iii. Behavior patterns,
 - iv. Economic impact (lodging, dining, retail).
 - v. Incorporate Key Performance Indicator (KPI) tracking to include:
 - 1. Impressions,
 - 2. Engagement,
 - 3. Click Through Rate (CTR), and
 - 4. SEO rankings.
 - c. Annual Performance Report. Contractor shall prepare annually a comprehensive performance report to include but not limited to:
 - i. ROI analysis,
 - ii. Marketing effectiveness evaluation, and
 - iii. Recommendations for future improvements.
 - iv. Contractor shall present findings and insights to the LTAB and stakeholders.
- 4. Deliverables:** Contractor shall implement a performance-driven tourism marketing campaign with the following deliverables and associated goals:
- a. Digital Growth and Performance:
 - i. Drive Website Growth: Increase sessions 10–15% annually, prioritizing organic traffic and optimizing key landing pages.
 - ii. Grow Social Audiences: Expand Facebook, Instagram, YouTube, and LinkedIn by 10–20% yearly, emphasizing meaningful engagement. (Facebook and Instagram priced as an Optional Service if selected for execution by County's Project Manager.) (LinkedIn and YouTube priced as an Optional Service if selected for execution by County's Project Manager.)
 - iii. Boost Email & CRM: Increase leads and subscriptions 15% annually, tracking engagement and segmentation with CRM analytics.
 - iv. Achieve Digital Benchmarks: Maintain CTR of 0.5–1.5%, aligned with travel industry standards.
 - v. Maintain or increase Lodgers' Tax revenue year-over-year, with a long-term goal of exceeding pre-FY2019 levels adjusted for inflation.
 - b. Public Relations and Content Visibility:
 - i. Earn Top-Tier Media Placements: Secure a minimum of four (4) earned media placements annually, with at least two (2) placements in high-impact regional or national outlets (travel, science, or outdoor lifestyle verticals). (Priced as an Optional Service if selected for execution by County's Project Manager.)
 - ii. Leverage Influencers & User-Generated Content: Execute content partnerships with influencers and ambassadors to create authentic storytelling, expand reach, and drive peer-to-peer credibility. (Priced as an Optional Service if selected for execution by County's Project Manager.)
 - c. Design Services: Contractor shall work with County's Project Manager to create a variety of marketing collateral materials. Once created Contractor shall utilize such marketing collateral materials in execution of the Marketing

Plan and as approved by County's Project Manager. Such materials may be utilized in creation of posters, banners, print ads, digital marketing, etc.

- d. Data Research and Reporting:
 - i. Visitor Intelligence & Reporting: Deliver year-over-year insights on visitation, including visitor demographics, origin markets, sector spending (lodging, dining, and retail), and seasonal behaviors. Data shall be gathered via third-party analytics tools and summarized in monthly and annual reports as described above.
 - ii. Comprehensive Reporting Framework: Submit monthly activity reports and annual performance reports (delivered in Q1 of each calendar year). Reports will include KPIs such as impressions, reach, engagement rates, CTR, SEO rankings, and sentiment analysis.
- e. Strategic Digital Marketing Execution: Contractor shall create and implement a comprehensive digital marketing strategy—drafted for County review and approval. Once finalized, execution shall include:
 - i. i. Paid media on platforms such as Meta
 - ii. ii. Paid media on platforms such as LinkedIn, TikTok, and streaming platforms. (Optional Service.) Paid media on YouTube (Optional Service.)
 - iii. iv. Search engine marketing (Google Ads)
 - iv. v. Search engine marketing (Bing). (Optional Service.) Programmatic advertising and retargeting campaigns. (Optional Service.)
 - v. CRM integrated email and newsletter campaigns.
 - vi. Influencer partnerships and User Generated Content (UGC) activation. (Optional Service.)
 - vii. Short-form video content and virtual experiences. (Optional Service.)
- f. Event and Experience Promotion: Contractor shall provide digital promotion and on-the ground support for major County events, as identified by the County's Project Manager (2-4 events annually.)
 - i. Pre-event digital campaigns.
 - ii. Real-time engagement (QR codes, livestreams, social platform check-ins). (Optional Service.)
 - iii. On-site staffing and logistics (Optional Service.)
 - iv. Public Relations (Optional Service.)
 - v. Post-event performance recaps.
- g. New Mexico True Cooperative Advertising: Coordinate with the New Mexico Tourism Department on co-branded campaigns and manage the fifteen thousand dollar (\$15,000) annual investment in New Mexico True advertising opportunities, funded through this Agreement as described in Exhibit A.
- h. Grant Support: Prepare, submit, and administer tourism-related grant proposals as needed, at the request of the County's Project Manager. (Optional Service).
- i. Meetings: Contractor shall participate in the following meetings, either in-person or remotely:
 - i. Up to twelve (12) LTAB meetings, annually, approximately two (2) hours per meeting and
 - ii. Up to two (2) strategic marketing planning sessions per contract year, as determined by the County, to provide performance updates, insights, and align on new opportunities. These meetings shall be held with the County's Project Manager, other County staff, and LTAB.

5. **Additional and Optional Services.** County may, at County's sole option, throughout the term of this Agreement, request additional related services not already described in the Scope of Work in support of tourism marketing. Such additional and optional services may include, but are not limited to, any additional and optional services described in Exhibit A, additional marketing tools and marketing spending, research and data analysis, in-person and virtual meetings, and edits and revisions of marketing material designs. Parties shall work in good faith to amend the Agreement if applicable or as may be authorized, to accommodate the additional requests by the County, pursuant to Section AE.

SECTION B. TERM: The term of this Agreement shall commence October 8, 2025, and shall continue through October 7, 2028, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$1,483,100.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). 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.
 - a. **Base Fees.** County shall pay compensation for performance of Services in accordance with the fees set forth in Exhibit A, in an amount not to exceed FOUR HUNDRED THIRTEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$413,100.00), which amount does not include applicable NMGR.
 - b. **Additional and Optional Services.** At any time during the term of this Agreement, County may request additional and optional services, at County's sole option, in accordance with the Compensation Rate Schedule in Exhibit A, in an amount not to exceed ONE MILLION SEVENTY THOUSAND AND 00/100 DOLLARS (\$1,070,000.00), which amount does not include applicable NMGR.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section C(1) herein. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement, pursuant to Section AE. This provision shall not be construed to conflict with County's discretion to determine when Contractors' Optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, 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.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

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

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

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

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

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

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

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

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Marketing Specialist
Incorporated County of Los Alamos
1000 Central Avenue, Suite 150
Los Alamos, New Mexico 87544
E-mail: ellyn.felton@losalamosnm.gov

Contractor:

Bryan Jordan, President
DestinationiQ
PO Box 4629
Buena Vista, Colorado 81211
E-mail: bryan@destinationiq.com

With a copy to:

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

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: 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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

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

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

SECTION AD. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AE. MODIFICATION OF AGREEMENT AND AMENDMENTS.

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the amendment.
2. County may at any time, as the need arises, request additional and optional products and services and as described herein without invalidating this Agreement, in accordance with any applicable County laws, policies, and procedures.
3. If any changes to this Agreement increase or decrease the costs of the services within the not-to-exceed compensation amounts provided herein or in any subsequent amendments, then an equitable adjustment to the amount of compensation due for the services shall only be authorized by amendment to this Agreement, as mutually agreed to by County and Contractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

Global Vista Technologies, Inc. dba
DesitnationiQ, A COLORADO CORPORATION

BY: _____
BRYAN JORDAN **DATE**
OWNER AND PRESIDENT

Exhibit A
Compensation Rate Schedule
AGR26-05

COST CATEGORY	Year 1	Year 2	Year 3
Annual Marketing Plan(s)		\$10,000.00	\$10,000.00
Interim Marketing Plan	\$5,000.00		
Initial Assessment Statement	\$5,000.00		
Tourism Marketing Data Plan	\$5,000.00		
Annual Marketing Plan Development	\$10,000.00		
Monthly Performance Report (12 per year)	\$7,000.00	\$7,000.00	\$8,000.00
Annual Performance Presentation/Report (3)	\$3,000.00	\$3,000.00	\$4,000.00
LTAB Meetings (up to 12 per year)	\$10,000.00	\$12,000.00	\$13,200.00
Strategic Marketing Meeting(s) with LTAB (1-2)	\$5,000.00	\$8,000.00	\$10,400.00
Regional/State Event Exhibits <i>displays, materials, giveaways</i> (2) – Design services and event support	\$3,750.00	\$3,750.00	\$3,750.00
Other Event Exhibits <i>displays, materials, giveaways</i> (up to 2) Design services and event support	\$3,750.00	\$3,750.00	\$3,750.00
Marketing Tool –Transition and Integration Support	\$5,000.00		
Marketing Tool –Immersion Trip	\$5,000.00		
Marketing Tool –Digital Ad Management	\$13,000.00	\$12,000.00	\$12,000.00
Marketing Tool –Google Search Ads Management	\$13,000.00	\$12,000.00	\$12,000.00
Ad Buys (no markup/agency fees on ad buys, pass-through cost only)			
Marketing Tool –Digital Ad Buys – Includes general and event promotion	\$12,000.00	\$12,000.00	\$12,000.00
Marketing Tool –Google Search Ads, includes general and event promotion.	\$12,000.00	\$12,000.00	\$12,000.00
Marketing Tool - New Mexico True Advertising Program	\$15,000.00	\$15,000.00	\$15,000.00

Marketing Tool - 3 rd Party Communication		\$10,000.00	\$12,000.00
Marketing Tool - Consulting		\$16,000.00	\$16,000.00
Annual Base Services Total	\$132,500.00	\$136,500.00	\$144,100.00
Base Services Not to Exceed Amount	\$413,100.00		
Optional Services. Any additional or optional services that are requested by County, at County's sole discretion and provided by Contractor at any time throughout the term of this Agreement, shall be provided pursuant to Section A(5) and AE, and only after receiving proper approval and authorization by the County to proceed in accordance with all applicable County laws, rules, regulations, policies, and procedures. County may request as much or as little information as deemed necessary to properly scope and approve additional and optional Services. Contractor shall, upon County request, provide a quote to County for any additional and optional Services requested by County, pursuant to any applicable rates and fees describe herein.			
Hourly Rate	\$250.00	\$250.00	\$250.00
Organic Social Media on Facebook and Instagram, <i>Includes Management and Content Creation.</i>	\$60,000.00	\$60,000.00	\$60,000.00
Influencer Management, <i>Includes hiring, coordination, paying, and communication with influencers</i>	\$36,000.00	\$36,000.00	\$36,000.00
Influencer Program	\$40,000.00	\$40,000.00	\$40,000.00
Public Relations, <i>Strategic Planning and Media Relations</i>	\$48,000.00	\$48,000.00	\$48,000.00
Collateral Creation	\$7,500.00	\$8,250.00	\$9,075.00
Google Display Advertising Management. <i>Price is dependent on running Google Search as well as complexity and number of campaigns. Does not include ad buys.</i>	\$8,200.00	\$8,200.00	\$8,200.00
YouTube Advertising Management. <i>Price is dependent on running Google Search and complexity and number of campaigns. Does not include video ad development or ad buys.</i>	\$8,200.00	\$8,200.00	\$8,200.00
Programmatic Advertising Management, <i>does not include ad buys or video ad development</i>	\$20,000.00	\$20,000.00	\$20,000.00
Traditional Advertising Management, <i>does not include ad buy cost.</i>	\$12,000.00	\$12,000.00	\$12,000.00
Grant Writing and Administration	\$10,000.00	\$10,000.00	\$10,000.00
Email Drip Campaign <i>One time cost. Does not include mail program cost (such as MailChimp)</i>	\$6,000.00	\$6,000.00	\$6,000.00
Monthly Newsletter <i>Visitor facing. Does not include mail program cost (such as MailChimp)</i>	\$12,000.00	\$12,000.00	\$12,000.00

Quarterly Newsletter <i>Stakeholder Engagement. Does not include mail program cost</i>	\$6,000.00	\$6,000.00	\$6,000.00
Website Content Update Plan	\$12,000.00	\$12,000.00	\$12,000.00
Website Refresh	\$60,000.00	\$60,000.00	\$60,000.00
On-site staffing for events	\$10,000.00	\$10,000.00	\$10,000.00
Optional Services Total Not to Exceed Amount	\$1,070,000.00		
Total Not to Exceed Amount	\$1,483,100.00		

Exhibit B

Confidential Information Disclosure Statement AGR26-05

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

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

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

	Contractor	County
Name:	Bryan Jordan	Ellyn Felton
Title:	President	Marketing Specialist
Address:	PO Box 4629	1000 Central Avenue, Suite 150
City/State/Zip:	Buena Vista, Colorado 81211	Los Alamos, New Mexico 87544
Email:	bryan@destinationiq.com	ellyn.felton@losalamosnm.gov

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.