

SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is made and entered into as of the 13th of April 2020, by and between ANTHONY TRAVEL, LLC (“Anthony Travel”) and The Regents of The University of New Mexico (“UNM”), a constituent of the State of New Mexico, for and on behalf of its DEPARTMENT OF INTERCOLLEGIATE ATHLETICS (“UNM Athletics”).

WITNESSETH:

WHEREAS, E&I entered into Master Agreement Number CNR01396 with Anthony Travel to provide “Member Athletic Travel”;

WHEREAS, Anthony Travel desires to provide travel management services to UNM Athletics to coincide with the service terms under “Member Athletic Travel” of E&I Master Agreement;

WHEREAS, UNM Athletics desires that Anthony Travel provide travel management services for Athletics;

NOW, THEREFORE, in consideration of the Premises and the mutual terms, covenants, and conditions contained herein, the parties hereby agree as follows:

Section 1. General.

A. Project Coordinator. The Athletic Department will designate a staff member to act as coordinator (Project Coordinator) between UNM and Anthony Travel. Throughout the Agreement, Anthony Travel shall be directed to the Project Coordinator and also to any other UNM personnel designated by the Project Coordinator.

B. Term. The term of this Agreement shall be for a period of five (5) years beginning on July 1, 2020, and expiring on June 30, 2025, with the option to renew in accordance with 13-1-150, NMSA, 1978, as amended subject to the provisions set forth in Section 7 hereof.

C. Scope. All rights granted to Anthony Travel and services to be performed under this Agreement apply only to UNM’s Department of Intercollegiate Athletics. This Agreement shall have no force or effect on any other division, department, unit, regional campus or affiliated entity of UNM.

D. Services, Maintenance, and Environment. UNM Athletics shall supply sufficient space in the Athletic Department for the operation of a travel agency to provide travel management services for UNM Athletics (“Premises”). UNM Athletics shall supply the following items for use by Anthony Travel: secure internet connections to the campus network, a desk, two chairs, file cabinet, campus telephone, two phone lines, and a fax line. UNM Athletics shall also provide such services, including electricity, heat,

local telephone service, and janitorial service, as are necessary for the operation as a travel agency. UNM Athletics will also allow Anthony Travel use of a copy machine for no additional charge. All other items are the responsibility of Anthony Travel.

E. Network connectivity. Anthony Travel requires the following for UNM provided network connectivity:

- UNM shall provide 99.9% uptime Internet connectivity for the onsite agent(s) at a minimum of 15/10 Mbps.
- UNM shall adhere to PCI Compliance minimum security requirements for all equipment and network configurations that will be utilized by the onsite agent(s) to support the client.
- UNM will allow required ingress and egress traffic on the provided network(s) for all software applications and hardware utilized by the onsite agent(s) to support the client. List of required traffic available upon request.

F. Directory Listings and Signage. Throughout the term, UNM Athletics will provide Anthony Travel with appropriate signage as is customary to accomplish effective transaction of business.

Section 2. Travel Agency Operations.

A. Regular Hours of Operation. Anthony Travel shall provide travel management services for 40 hours a week during the term from Monday through Friday between the hours of 8:00 o'clock a.m. until 5:00 o'clock p.m. local time. Anthony Travel may extend its hours of operation as it deems necessary or desirable. Anthony Travel may close the travel agency on all legal holidays, bank holidays, and UNM holidays.

B. After Hours Support. Anthony Travel will provide after hours, holiday, and weekend emergency travel support through a combination of Anthony Travel's onsite account manager, as well as Anthony Travel's designated after-hours personnel. Additionally, Anthony Travel will maintain its relationship with CCRA Solutions which will provide travel support on a 24/7/365 basis.

Anthony Travel will also provide UNM Athletics with "Concur", an online travel booking tool, that can be used by authorized UNM Athletics individuals. Concur shall be used in accordance with UNM and Athletics Department policies. Anthony Travel will waive the normal implementation fee of \$1500 for UNM.

Section 3. Other Rights and Obligations of Anthony Travel and UNM Athletics.

A. Official Travel Provider of UNM Athletics. During the term of this Agreement, UNM Athletics will utilize Anthony Travel as the "Official Travel Provider for UNM Athletics." Anthony Travel may use this title in advertisements or

communications subject to the provisions of paragraph F. Anthony Travel understands and agrees that UNM Athletics travel is subject to the policies of the NCAA, Mountain West Conference, or other agencies which may sponsor events in which athletic teams participate and thus may result in the use of other travel agencies due to requirements imposed as a result of those relationships.

It is understood by both parties that UNM Athletics will not utilize any other third-party services to transact travel services unless specifically required for a particular event or as mutually agreed upon with AT.

B. Services. Throughout the term of this Agreement, Anthony Travel will provide a wide range of individual, team, and group travel services to UNM Athletics, to include scheduled air services, charter air services, hotel rooms, ground transportation vehicles, international team tours, and other services as needed by UNM Athletics.

C. Special Event Travel. In order to maintain and expand its fan support, UNM Athletics seeks effective and efficient travel services that allow supporters easy access to travel packages at the best available rate. As the Official Travel Provider for UNM Athletics, Anthony Travel will exclusively service the Special Event travel needs of The Lobo Club (“Fan Travel”). This includes, but is not limited to, the Final Four, Maui Invitational, International Team Tours, and any bowl game. However, this does exclude special events that require participating teams or individual student-athletes to use a specific outside travel agency that is the exclusive travel provider of the special event. Anthony Travel and UNM Athletics will work together to create travel packages for these special events, and will mutually agree upon the pricing of these packages.

D. Personnel. Anthony Travel will secure at its own expense all personnel needed to perform the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, UNM Athletics. Anthony Travel shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Anthony Travel employees shall remain under the direct control of Anthony Travel at all times and Anthony Travel shall be solely responsible for their actions and/or the payment of their salaries, wages or other remuneration. While on UNM Premises, all employees will comply with appropriate UNM policies and will conduct themselves in a manner that will not discredit UNM.

Anthony Travel will offer UNM Athletics the opportunity to participate in the interview and selection process for the on-site travel consultant. Anthony Travel will have the ultimate responsibility for all hiring and employment issues of the employee. Major changes in the organization or personnel shall be reported to UNM Athletics in writing as they occur.

UNM Athletics agrees not to solicit (directly or indirectly), recruit, or employ any employee of Anthony Travel during the term of this agreement and for two-years after

termination of the agreement without the express written approval to do so by Anthony Travel.

E. Back-up support. For short-term absences from the office, Anthony Travel will program the phone, if possible, to roll to its back-up sports travel consultants. For planned long-term absences of one or more Anthony Travel personnel of two weeks or more when UNM Athletics demand necessitates an on-site presence, Anthony Travel will send back-up personnel to service UNM Athletics.

F. Trademarks. Anthony Travel may use UNM logos and trademarks in promotional material solely to identify Anthony Travel as UNM Athletics Official Team Travel Partner. Anthony Travel may not use these marks on commercial or any other merchandise or particular product advertisements without the advance written consent of UNM Athletics. All uses of UNM logos and trademarks must be approved by the UNM Director of Trademark Licensing prior to use and such approval shall not be unreasonably withheld. Use of logos and trademarks must comply with University standards when applicable and can be found at <http://policy.unm.edu/university-policies/1000/1010.html> and <https://ucam.unm.edu/marketing/identity-standards.html>.

G. Parking. Anthony Travel and its employees shall have the same parking privileges as is customary.

H. Reporting. Anthony Travel shall provide comprehensive reports to UNM Athletics that allow UNM Athletics to financially manage and audit its travel activities. Both parties shall mutually agree upon the type, content, detail, and periodic delivery of such reports.

Section 4. Management Fees.

A. Base Fee. For a period of July 1, 2020 through June 30, 2022, UNM Athletics will pay Anthony Travel a monthly management fee of \$9,000 (\$108,000 annually).

Anthony Travel agrees that if any Athletic seasons are canceled/postponed due to COVID-19, or any other Force Majeure event during the term of this agreement, Anthony Travel will negotiate in good faith with UNM regarding proper staffing levels and mutually agreed upon Management Fees.

If UNM Athletics unilaterally decides it is in its best interest to reduce to one-full time staff member, rather than 1.5 staff members, they may do so at a monthly management fee of \$7,750 (\$93,000 annually).

For a period of July 1, 2022 through June 30, 2025, UNM Athletics will pay Anthony Travel a monthly management fee of \$9,583.33 (\$115,000 annually).

Fees will be due and payable by the 15th day of each month in the form of check or wire transfer. This payment cannot be paid by credit card.

B. Commissions. Anthony Travel will retain any commissions earned. The project coordinator shall be notified of all commission clauses in travel contracts before contracts are executed.

Frequent flier miles, hotel rewards points, and other vendor loyalty benefits will be designated and awarded to UNM Athletics travelers in accordance with UNM Policy.

C. Additional Services. The following value-added services are provided at no cost:

- Dedicated 1.5 agents, exclusive to the department
- Savings from and access to all Anthony Travel group airline contracts
- Savings from and access to Anthony Travel Preferred Hotel Program
- Savings from and access to Anthony Travel Preferred Bus Program
- Customized reports
- Credit card reconciliation
- Vendor negotiations
- After-hours calls
- Charter access, negotiations and contracting
- Management support in all areas of travel
- Leveraged buying power
- Best practices from sports travel around the country
- Backup support from experienced agents during heavy workloads or office absence

Section 5. Quality Control.

Anthony Travel will work closely with UNM Athletics to assure full compliance with travel policy and procedures. Anthony Travel will report exceptions and granted exceptions to UNM Athletics as part of the regular reporting process.

Anthony Travel shall send out customer surveys once a year to staff designated by UNM Athletics requesting feedback on Anthony Travel performance. The management of Anthony Travel shall meet with the appropriate UNM Athletics business staff at least once a year to discuss the survey feedback and any operational issues.

Section 6. Confidentiality.

During the term of this Agreement and thereafter, Anthony Travel shall not disclose or use for the benefit of other than UNM Athletics any confidential or proprietary information disclosed to Anthony Travel as a result of this Agreement. All

information supplied to Anthony Travel by UNM Athletics shall remain the property of UNM Athletics. Anthony Travel represents that it does not have in its possession and has not used for the benefit of UNM Athletics any confidential information or documents belonging to others. Anthony Travel represents that its retention by UNM Athletics will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. Anthony Travel knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with UNM Athletics provided for herein. Anthony Travel represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity.

Section 7: Termination.

A. Material Breach. Either party may terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 90 days after receipt of written notice.

B. Default. Either party may terminate this Agreement if the other party has a filing for petition, voluntary or involuntary, for relief in a court for adjudication of bankruptcy, reorganization or rearrangement, receivership or an assignment for the benefit of creditors.

C. Loss of License. UNM Athletics may terminate this Agreement if Anthony Travel is unable to obtain or loses any license or other evidence of the right and privilege to conduct business as required under this Agreement

D. Early Termination. This Agreement may be terminated prior to the regular termination date upon the mutual written agreement of both parties.

E. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico, or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Regents or other sponsoring agency, this Agreement will terminate upon delivery of written notice by UNM to Contractor. The decision of UNM as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

F. Force Majeure. This Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, regulations or orders of governmental authorities, fire, flood or explosion, war, disaster, civil disorder, strikes, epidemic or pandemic (as declared by Bernalillo County, the New Mexico Department of Health, the U.S. Centers for Disease Control and Prevention, the World Health Organization, or other relevant federal, state, or local public health authority), national or regional emergency,

curtailment of transportation facilities, or other similar contingencies beyond the reasonable control of the non-performing party making it inadvisable, commercially impracticable, illegal, and/or impossible to provide the facilities or the services or otherwise perform its obligations under this Agreement. A Force Majeure Event does not relieve the parties of their disaster recovery and business continuity obligations.

Section 8. Miscellaneous.

A. Notices. Any notice or communication required or permitted under this Agreement shall be given in writing to the attention of the Senior Vice President, Collegiate Travel of Anthony Travel and to the attention of Chief Procurement Officer of UNM, and shall be sent by email as follows:

If to Anthony Travel:

Attn: Pat Walsh
Senior Vice President
patwalsh@anthonytravel.com

If to UNM:

Bruce Cherrin
Chief Procurement Officer
cherrin@unm.edu

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party in accordance with this Agreement. Any notice or communication given under this Agreement shall be deemed to have been given as of the date of first attempted delivery at the address and in the manner provided above.

B. Successors and Assigns. Other than an assignment to a corporation, partnership or other entity in which Anthony Travel owns controlling interest, this Agreement shall not be assignable by either party without the consent of the other. Any assignment shall not release or relieve the assigning party from any of its obligations or liabilities under this contract. Anthony Travel may not subcontract any rights or duties under this Agreement without prior UNM Athletics approval.

C. Severability. Every provision in this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

D. Entire Agreement. This Agreement and E&I agreement CRN01396 contains the entire understanding and agreement between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

E. Amendment. This Agreement may be changed, modified, or amended only by an instrument in writing duly executed by all of the parties to this Agreement. Any such amendment shall be effective as of such date as may be determined by the parties to this Agreement. Parties agree that this Agreement may be amended at the request of either party if significant changes occur within the travel industry, so long as the other party consents to such amendment.

F. Laws and Ordinances. Anthony Travel agrees at its own cost and expense to comply with all state, county and municipal laws and ordinances and with UNM Athletics policy applicable to its travel operations.

G. Liability. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of the University of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

H. Insurance. Anthony Travel shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of New Mexico; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Anthony Travel shall furnish to UNM Athletics satisfactory proof of such insurance coverages prior to commencement of the work, and will add UNM Athletics as an additional insured entity with respect to General Liability coverage.

I. Governing Law; Exclusive Jurisdiction; Exclusive Venue. This Agreement is entered into in New Mexico and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of New Mexico. Courts of competent authority located in New Mexico shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

“Anthony Travel”

ANTHONY TRAVEL, LLC

By: 
Pat Walsh (Apr 21, 2020)


Name: Patrick Walsh

Title: Senior Vice President, Collegiate Travel

Date: Apr 21, 2020

“UNM Athletics”

UNIVERSITY OF NEW MEXICO DEPARTMENT OF
INTERCOLLEGIATE ATHLETICS:

By: 
Eddie Nuñez (Apr 21, 2020)

Name: EDDIE NUÑEZ

Title: DIRECTOR OF ATHLETICS

Date: Apr 21, 2020

THE REGENTS OF THE UNIVERSITY OF NEW
MEXICO:

By: 
Bruce Cherrin (Apr 22, 2020)

Name: BRUCE CHERRIN

Title: CHIEF PROCUREMENT OFFICER

Date: Apr 22, 2020