



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Pajarito Environmental Education Center, Inc.**, a New Mexico non-profit corporation ("Contractor" or "PEEC"), to be effective for all purposes July 1, 2017.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the services described in Section A below ("Services"), and County issued Request for Proposals No. 17-20 ("RFP") on November 17, 2016, requesting proposals for Nature Center Operation and Staffing as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a proposal dated December 15, 2016; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for said Services; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 27, 2017; and

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

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

SECTION A. SCOPE OF WORK

1. Nature Center Operation and Staffing. Contractor shall:

- a. Operate a Nature Center in the County-owned facility located at 2600 Canyon Road ("Nature Center" or "Premises"), and keep it open to the public for at least thirty (30) hours per week during times that will assure maximum public access within the available funding levels. Appropriate staffing levels shall be provided at all times, including all special events and functions that may require additional staff.
- b. Conduct classes, programs, events, and other nature-related activities for all ages in the Nature Center and as appropriate, and at other locations with an emphasis on collaboration with County departments, local school districts and other community organizations.
- c. Develop, provide, and maintain entertaining and educational displays and exhibits in the Nature Center, and provide appropriate resources and security to ensure the maintenance and safety of all displays and exhibits. Contractor is solely responsible for the maintenance and security of its items, including but not limited to all displays and exhibits.

- d. Prepare and offer weekly planetarium programs, including selecting, obtaining and presenting projected media related to nature, and provide and maintain the planetarium projector.
- e. Actively communicate and collaborate with other organizations, schools, and/or communities in the region on nature-related activities or programs.
- f. Disseminate information weekly to the public regarding activities of the Nature Center by use of the news media, social media, advertisements, and other appropriate means of announcing activities and events that are open to the public.
- g. Actively promote Nature Center programs and services to attract visitors and tourists to Los Alamos.
- h. Offer nature-related programs specifically for youth served by the Los Alamos Public School System to include, but not be limited to, field trips, planetarium shows (including free admission), lessons in school classrooms, and lessons/programs at the Nature Center.
- i. Provide all custodial and janitorial services for the Nature Center including providing paper products, cleaning supplies, trash bags, and cleaning equipment during regular business hours and after-hours use of the facility. This includes but is not limited to cleaning all interior windows, doors, and the planetarium dome, plus cleaning and clearing facility walkways and entrances, picking up trash on facility grounds, and arranging for building openings and closings.
- j. Provide labor, services, supplies, and materials required for the planting and general upkeep of non-County landscaping and any non-County owned outdoor structures, including, but not limited to, fences, gazebos, sheds, raised beds, and shade structures.
- k. Provide space management services to include promoting, marketing, scheduling, and booking the Nature Center Planetarium space for public and private events. Perform the set-up, take-down, and cleaning of the room(s).
- l. Provide snow removal for the Nature Center, including the parking lot, walkways and sidewalks. Maintain a safe, walkable surface throughout the Nature Center during hours of operation.

2. Deliverables.

Contractor will provide written quarterly reports, on forms provided by County, covering each three (3) month period of the Agreement beginning July 1, 2017. The reports shall include public participation levels and financial information describing Contractor's use and expenditure of County' funding and, at a minimum, a summary of information describing the following:

- a. A description of displays, exhibits, programs, and other activities which relate to the natural environment of Los Alamos.
- b. Evidence of Contractor's efforts to market events, programs, and services.
- c. Number of out-of-town visitors participating in Contractor's programs and using Contractor's services.
- d. A description of any and all programs, classes, or other activities conducted by Contractor for the Los Alamos Public School System. A description of the work Contractor has done with other area schools, home-schooled families or individuals, and teachers to provide Nature Center activities and programs.
- e. Contractor's use of volunteers and/or interpreters regarding the natural environment of Los Alamos.
- f. A description of Contractor's applications for grants or solicitations for other funding sources of funding related to this Agreement and the status of the applications or solicitation efforts.

- g. A description of opportunities for youth and adult feedback and input regarding Contractor's programs and services and how this information is or will be incorporated into the design and implementation of new and existing programs and services.
- h. A description of Contractor's participation or coordination of at least four (4) programs/events/activities per Agreement year with other community organizations, including County departments, as appropriate.
- i. An annual financial review performed by an independent party with acknowledged financial experience to include, at a minimum, all financial records relating to the Agreement period, and furnishing County with a copy of such review by September 30th of each fiscal year. A copy of Contractor's most recent financial audit performed by an independent accountant or accounting firm may be accepted in lieu of the financial review. This provision shall survive termination of this Agreement.

3. Premises

- a. County shall provide Contractor with the exclusive use of the Nature Center and surrounding physical grounds (approximately 2 acres) located at 2600 Canyon Road for the entirety of this Agreement.
- b. Contractor will not make any alterations, additions, or improvements to the Premises, or to any County property contained thereon, excluding the grounds, without the prior written consent of County. Title to all alterations, additions, or improvements to the Premises shall vest in County, except as otherwise authorized in writing by County.
- c. For any work done on the Premises that will require a building permit from the Los Alamos County Community Development Department, or from the New Mexico Construction Industries Division, Contractor shall be responsible for obtaining the permit and shall first provide to County the complete and detailed proposed plans and specifications for the proposed changes to the Premises ("Complete Plans and Specifications"). The Complete Plans and Specifications shall conform to Contractor's contractual use of the Premises as a Nature Center. County shall provide Contractor with written notice of its approval or disapproval after the timely receipt of the Complete Plans and Specifications. If County disapproves of the Complete Plans and Specifications, it shall notify Contractor of any matters as to which the Complete Plans and Specifications fail to conform to County's construction requirements or otherwise fail to meet with reasonable approval.
- d. Contractor shall obtain approval of the Complete Plans and Specifications for the Premises from all government agencies and a copy of the Complete Plans and Specifications, as approved, shall be dated and initialed by both Contractor and County. Any work done on the Premises by Contractor shall not commence unless and until County has authorized the use, and only to the extent and on the conditions specified by County in writing.
- e. Contractor and County performed an on-site joint inspection of the Premises prior to the issuance of a Certificate of Occupancy and made a record of the condition of the Premises prior to Contractor taking possession in 2015. Prior to vacating the Premises, Contractor and County shall perform another on-site inspection. Except for normal wear and tear, Contractor shall leave the Premises and grounds in their original condition as determined at the time of occupancy, including removing structures or replanting vegetation. If required by County, Contractor shall remove all structures added by Contractor including, but not limited to, fences, raised beds, gazebos, sheds, seating, and shade structures.
- f. The Premises may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County. Except in the case of emergency, County will use its best efforts to notify Contractor at least seven (7) calendar days prior to commencing

alterations, modifications, or improvements. County will also use its best efforts to minimize disruption(s) to Contractor's programs and services. Title to all alterations, additions or improvements to the Premises made by County shall vest and remain in County except as otherwise noted in writing by County.

- g. Contractor shall maintain the Premises, improvements, and all real property, equipment, fixtures, and appurtenances added by County or Contractor under this Agreement, in good repair and tenantable conditions, reasonable wear and tear considered. Contractor shall pay the cost of all required repairs in case of damages arising from gross negligence on the part of Contractor's employees, agents, or volunteers. Contractor shall provide security and supervision of the Premises assigned for Contractor's use. In its use of the Premises, Contractor will comply with all rules and regulations of the New Mexico Department of Health, Environment Department, and all other applicable laws, statutes and ordinances of the State of New Mexico and County, including health and safety codes.
- h. Contractor is aware that for special County-sponsored events, such as the annual triathlons generally scheduled for the third weekend in August, access to the Premises may be temporarily restricted when Canyon Road is closed or restricted. Except in the case of emergency, County shall keep these disruptions to a minimum and will notify Contractor at least six (6) weeks in advance of any planned road closure. County is not liable for any loss suffered by Contractor or its agents due to road closures.
- i. Contractor shall be allowed to conduct retail sales out of a portion of the Premises, identified as the Nature Center Gift Shop, to support Contractor's scope of services contained in this Agreement. Contractor shall also be allowed to have outside vendors participate in the annual Earth Day celebration. Should Contractor wish to allow additional retail uses of the Premises other than those identified in this Agreement, Contractor shall notify County at least thirty (30) days in advance of the proposed use and the notice shall include the name of the entity, the entities or persons who will receive the proceeds; a description of how the retail sales will support the purposes of this Agreement; a description of the community purpose for which the retail sales will be allowed and proposed restrictions on the use of the proceeds from the retail sales, if any; the number of likely additional visitors to the facility as a result of the activity; the particular space required; information relating to alternative locations for the activity; and the duration of the retail activity. Any additional costs associated with retail activities, such as set-up and take-down expenses, shall be the responsibility of Contractor or vendors. The retail use shall not commence unless and until County has authorized the use, and only to the extent and on the conditions specified by County in writing.
- j. Except as noted herein, Contractor shall not permit anyone other than Contractor's employees, members, volunteers, patrons, or community partners who have formal reciprocal agreements with Contractor to use the Premises; except with the prior express and specific written consent of County, and subject to any conditions that may be imposed by County. Contractor shall not impose a charge for admission to the Premises, except for the Planetarium; provided, however, that nothing in this paragraph shall prohibit Contractor from offering classes or providing other activities contemplated hereunder, requiring payment for the class or activity, and paying an instructor, facilitator, or other person to run or manage the class or activity.
- k. With the express and specific prior written consent of County, Contractor may allow use of the Premises or a part thereof by one or more non-profit entities, including Contractor, for fundraising purposes. Any request for the consent of County for these purposes shall include the name of the non-profit entity; a description of the purpose for which the fundraiser will be held; a description of anticipated activities at the fundraiser; the number of likely visitors to the facility as a result of the activity; a description of how the community will benefit from the fundraiser or the activity for which funds will be raised; the particular space required;

information regarding alternative locations for the fundraiser; and the duration of the fundraiser. Any costs associated with the fundraiser, including without limitation janitorial and setup costs shall be paid in full by the nonprofit entity.

- l. Contractor may charge a reasonable admission fee for Planetarium shows. A reasonable admission fee will generally be commensurate with fees charged by other Planetariums in the surrounding region. All fees and donations collected for Planetarium shows shall be used by Contractor to supplement, enhance, or to be applied towards maintenance, repair, or replacement costs related to the services provided under this Agreement.
- m. On behalf of County, Contractor shall provide space management services to include promoting, marketing, scheduling, and booking the Planetarium space for public and private events, including but not be limited to parties, weddings, receptions, reunions, classes, workshops, and public assemblies. Contractor will do any required set-up, take-down, and cleaning of the room(s). Contractor will determine the staffing levels, policies, and procedures for space management services, subject to County approval. Contractor shall remit to County thirty percent (30%) of the room rental rate per booked hour and Contractor is entitled to retain seventy percent (70%) per booked hour as a service fee. The current rental rates are identified in "Los Alamos Nature Center Planetarium/Auditorium Rental Information", attached as Exhibit "C." Any changes to these rates must be approved by the County prior to implementation of the new rates. County, if using the Planetarium, will pay the regular rental rate minus thirty percent (30%). As part of these space management services, Contractor will comply with all rules and regulations of the New Mexico Department of Health, Environment Department, Liquor Licensing Board, and all other applicable laws, statutes, and ordinances of the State of New Mexico and County, including health and safety codes. County's portion of the room rental fees (30%) collected each month will be reported to County in the monthly invoice and will be subtracted from the monthly amount to be paid by County to Contractor for the operation and maintenance of the Nature Center.
- n. Contractor will provide adequate staffing levels at all times, including all special events and functions that may require additional staff.
- o. County shall be responsible for and pay any and all costs related to the installation, monitoring, and maintenance of any and all alarm systems consistent with those installed at similar County facilities.
- p. County will provide all reasonable labor, services, supplies, and materials required for the routine maintenance and repair of the Facility/Premises. The level of maintenance services deemed reasonable will be the same level of service provided for other similar County facilities.
- q. County will provide all reasonable labor, services, supplies, and materials required for the routine maintenance and repair of County-provided fencing and landscaping plus routine maintenance and repair for the cistern and pump after the initial warranty period expires.
- r. Contractor will provide all reasonable labor, services, supplies, and materials required for the routine maintenance, repairs, restoration, and general upkeep of Contractor-provided landscaping and/or any outdoor structures, including but not limited to Contractor provided fences, gazebos, sheds, raised beds, and shade structures.
- s. Contractor shall be responsible for all routine maintenance, repairs, supplies, and materials required for Contractor provided exhibits, furniture, and equipment including but not limited to digital microscopes, iPads, televisions/projectors, and the Planetarium projector. Except for normal wear and tear, County will be responsible for all routine maintenance, repairs, supplies, and materials for County provided furniture, equipment, and fixtures, including but not limited to the County provided audio-visual system(s).

- t. Contractor shall be responsible for all custodial and janitorial services for the Premises, including paper products, cleaning supplies, trash bags, and cleaning equipment during regular business hours and after-hours use of the facility, including maintenance of facility walkways and entrances, and building openings and closings. Contractor shall be reimbursed for such expenses up to the amounts listed on Exhibit "A," attached hereto and made a part hereof for all purposes, in the "Custodial" column for each fiscal year.
- u. County will provide floor maintenance that includes annual cleaning (shampooing, waxing and concrete scrubbing) for the carpet, polished concrete, and tile floors. Contractor will be responsible for carpet and upholstery spotting and removing spills/stains on a daily basis.
- v. County will provide annual exterior window cleaning. Contractor will be responsible for cleaning for all interior windows.
- w. Contractor will clean the Planetarium dome (inside and backside) according to the manufacturer's recommended specifications as provided in Exhibit "B," attached hereto and made a part hereof for all purposes.
- x. County will replace, as needed, all standard light bulbs and ballast above eight (8) feet and in County-provided audio-visual equipment with the exception of the exhibit display bulbs and the Planetarium projector bulbs which remain Contractor's responsibility.
- y. County, or its contractor, will shampoo chair upholstery (including planetarium chairs) twice per calendar year. Contractor will be responsible for removing upholstery spills/stains on a daily basis.
- z. County shall perform random inspections of the Premises for cleanliness and provide an inspection report within a reasonable time following the inspection, if requested. Inspections will be performed at no less than yearly intervals.
- aa. County shall pay all reasonable charges for water, electricity, gas, sewer, refuse, and other basic utilities attributable to the Premises. County will pay the charges (if any) attributable to phone lines used for thermostats, fire protection, and the security system. Contractor will be responsible for and pay any and all other telecommunication charges and equipment, including installation, monthly charges, or fees, cost of lines, phones, facsimile machines, cable television, internet services, computers, and all other related information and telecommunication equipment. Contractor shall not make arrangements for the installation of any telecommunications services, lines, or equipment without prior written consent from County.
- bb. To protect the health and safety of the public or any person or persons using or occupying the Premises, and to minimize danger from all hazards to life and property, Contractor will take all reasonable precautions in connection with its use of the Premises and shall comply with all health, safety and fire protection rules, laws, regulations, and requirements of County and any other pertinent regulatory body.
- cc. Contractor shall provide all snow removal for the parking lot, walkways and entrances of the Premises. Contractor will be responsible for the cost or repair of any damage caused by snow plows or other snow and ice removal methods to the Premises and these areas, including but not limited to bumper stops, parking blocks, curbs and gutters. Any "snow melt" products used by Contractor on sidewalks will need prior written approval by the County. Contractor shall make decisions regarding Contractor's hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- dd. Smoking, including e-cigarettes, in the Premises or on the grounds is prohibited. It shall be the responsibility of Contractor to enforce this prohibition within the enclosed or public

premises used or occupied by Contractor during the performance of this Agreement in accordance with the provisions of the Code of the Incorporated County of Los Alamos.

- ee. County is the owner of any and all keys to the Premises and other County facilities. No keys to the Premises shall be provided by Contractor, or at the request of Contractor, to any other party and any individual authorized to have a key to the Premises shall maintain the key within his or her control at all times. Contractor is prohibited from copying keys to the Premises and a violation of this provision shall constitute grounds for immediate termination of this Agreement. Contractor may request from County keys to the Premises and provide those keys to individuals authorized to receive them in accordance with County's approved Key Policy ("Key Policy"). Contractor shall assure that all individuals responsible for keys issued to them comply fully with the Key Policy. Employee or agents of Contractor shall promptly return all keys in accordance with the Key Policy. If a key is lost or is unable to be returned, Contractor shall provide written notice of the loss and identify all steps taken to minimize unauthorized Premises entry. Contractor shall pay all key replacement or rekeying costs where there is a highly likelihood of unauthorized entry due to loss or misuse of keys.
- ff. County agrees to provide space on one (1) designated section in the west vestibule of the Municipal Building (located at 1000 Central Avenue, Los Alamos, New Mexico) so that Contractor may promote upcoming events. Events must be sponsored by Contractor as part of the services required pursuant to this Agreement and Contractor's name and/or logo and contact information must appear on the promotional item. Space will be allocated at the vestibule section solely at County's discretion. Contractor will be permitted to furnish a flyer (up to 8-1/2" by 14" in size) for County's Communications & Public Relations staff to place in this designated space for no more than fourteen (14) days prior to the start of the event. No more than two (2) flyers per Contractor event per overlapping fourteen (14) day time period will be allowed for display in the vestibule. County will not store additional flyers for Contractor inside the Municipal Building. County will not display material promoting other individuals, groups, or organizations events affiliated with or sponsored by Contractor.
- gg. On an annual basis, County agrees to provide a portion of literature rack space in the west vestibule of the Municipal Building for no more than two (2) types of brochures (no larger than an 8-1/2" by 14" folded to a tri-fold size and no more than three (3) brochures per type) of general information about Contractor and its overall community service or programs. The rack space will be designated by County's Communications & Public Relations Administrator and is only offered to Contractor, not to other individuals, groups, or organizations affiliated with or sponsored by Contractor. The information for display must clearly be marked with Contractor's name and/or logo and contact info. Space will be allocated on the literature rack solely at County's discretion. Contractor is responsible for furnishing the brochures and restocking them as needed. County will not store additional brochures for Contractor inside the Municipal Building.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2017, and shall continue through June 30, 2021, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed SEVEN HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS (\$727,973.00) which amount includes applicable New Mexico gross receipts taxes ("NMGR") and reimbursable expenses in accordance with Exhibit "A."
2. **Indirect Compensation.** County shall provide in-kind support in an estimated value of the Premises for Contractor's use, plus related limited custodial services, and monthly utilities, with a

total estimated annual value of ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS (\$116,825.00) in accordance with Exhibit "A."

3. **Monthly Invoices.** Contractor shall submit monthly invoices to County's Community Service Department showing amount of compensation due, amount of any NMGR, and the amounts spent for program expenses, including but not limited to, operating expenses and custodial expenses in accordance with Exhibit "A." The Contractor shall list amounts collected for thirty percent (30%) rental fees for the Planetarium on the monthly invoices. These amounts will be subtracted from the monthly contract amount paid by County. Payment of undisputed amounts shall be due and payable within thirty (30) days from County's receipt of the invoice(s).

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR 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 will 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 will 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 exceeds 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 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. 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

SECTION K. APPLICABLE LAW: 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. 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 Q. 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 will 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 R. TERMINATION:

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

County:

Community Services Director
Incorporated County of Los Alamos
1000 Central Ave, Suite 310
Los Alamos, New Mexico 87544

Contractor:

Executive Director
Pajarito Environmental Education Center
Post Office Box 547
Los Alamos, New Mexico 87544

SECTION T. 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 County and Contractor.

SECTION U. 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. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____
KATHERINE BRUELL **DATE**
EXECUTIVE DIRECTOR

BY: _____
NAME: _____ **DATE**
BOARD PRESIDENT

Exhibit "A"
Compensation Rate Schedule
AGR18-701

A. Program and Service Compensation:

- **July 1, 2017 through June 30, 2018:** Eleven (11) monthly payments for operating expenses will be paid in amounts not to exceed Twelve Thousand Nine Hundred One Dollars and Sixty-Six Cents (\$12,901.66) each, and one (1) final monthly payment not to exceed Twelve Thousand Nine Hundred and One Dollars and Seventy-Four Cents (\$12,901.74) payable in arrears, for a total of One Hundred Fifty-Four Thousand Eight Hundred Twenty Dollars (\$154,820.00).
- **July 1, 2018 through June 30, 2019:** Eleven (11) monthly payments for operating expenses will be paid in amounts not to exceed Thirteen Thousand One Hundred Fifty-Nine Dollars and Sixty-Six Cents (\$13,159.66) each, and one (1) final monthly payment not to exceed Thirteen Thousand One Hundred Fifty-Nine Dollars and Seventy-Four Cents (\$13,159.74) payable in arrears, for a total of One Hundred Fifty-Seven Thousand Nine Hundred Sixteen Dollars (\$157,916.00).
- **July 1, 2019 through June 30, 2020:** Eleven (11) monthly payments for operating expenses will be paid in amounts not to exceed Thirteen Thousand Four Hundred Twenty-Two Dollars and Eighty-Three Cents (\$13,422.83) each, and one (1) final monthly payment not to exceed Thirteen Thousand Four Hundred Twenty-Two Dollars and Eighty-Seven Cents (\$13,422.87) payable in arrears, for a total of One Hundred Sixty-One Thousand Seventy-Four Dollars (\$161,074.00).
- **July 1, 2020 through June 30, 2021:** Eleven (11) monthly payments for operating expenses will be paid in amounts not to exceed Thirteen Thousand Six Hundred Ninety-One Dollars and Thirty-Three Cents (\$13,691.33) each, and one (1) final monthly payment not to exceed Thirteen Thousand Six Hundred Ninety-One Dollars and Thirty-Seven Cents (\$13,691.37) payable in arrears, for a total of One Hundred Sixty-Four Thousand Two Hundred Ninety-Six Dollars (\$164,296.00).

B. Custodial Expenses:

- **July 1, 2017 through June 30, 2018:** Eleven (11) monthly payments for custodial expenses will be paid on a reimbursable basis in a total amount not to exceed One Thousand Five Hundred Nine Dollars and Sixteen Cents (\$1,509.16) each, and one (1) final monthly payment not to exceed One Thousand Five Hundred Nine Dollars and Twenty-four Cents (\$1,509.24) payable in arrears, for a total of Eighteen Thousand One Hundred Ten Dollars (\$18,110.00).
- **July 1, 2018 through June 30, 2019:** Eleven (11) monthly payments for custodial expenses will be paid on a reimbursable basis in a total amount not to exceed One Thousand Five Hundred Thirty-Nine Dollars and Thirty-Three Cents (\$1,539.33) each, and one (1) final monthly payment not to exceed One Thousand Five Hundred Thirty-Nine Dollars and Thirty-Seven Cents (\$1,539.37) payable in arrears. In addition, one (1) payment for dome cleaning will be paid on a reimbursable basis in a total amount

not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) payable in arrears, for a total of Twenty-Five Thousand Nine Hundred Seventy-Two Dollars (\$25,972.00).

- **July 1, 2019 through June 30, 2020:** Eleven (11) monthly payments for custodial expenses will be paid on a reimbursable basis in a total amount not to exceed One Thousand Five Hundred Seventy Dollars and Sixteen Cents (\$1,570.16) each, and one (1) final monthly payment not to exceed One Thousand Five Hundred Seventy Dollars and Twenty-Four Cents (\$1,570.24) payable in arrears, for a total of Eighteen Thousand Eight Hundred Forty-Two Dollars (\$18,842.00).
- **July 1, 2020 through June 30, 2021:** Twelve (12) monthly payments for custodial expenses will be paid on a reimbursable basis in a total amount not to exceed One Thousand Six Hundred One Dollars and Fifty Cents (\$1,601.50) each. In addition, one (1) payment for dome cleaning will be paid on a reimbursable basis in a total amount not to exceed Seven Thousand Seven Hundred Twenty-five Dollars (\$7,725.00) payable in arrears, for a total of Twenty-Six Thousand Nine Hundred Forty-Three Dollars (\$26,943.00).

C. Indirect Compensation. County will provide use of the Premises with an estimated annual value of Ninety-Five Thousand Six Hundred Sixteen Dollars (\$95,616.00), plus utilities in the amount of Ten Thousand Four Hundred Dollars (\$10,400.00) and maintenance and limited custodial care in the amount of Ten Thousand Eight Hundred Nine Dollars (\$10,809.00) of the Premises, with a total estimated annual value of One Hundred Sixteen Thousand Eight Hundred Twenty-Five Dollars (\$116,825.00).

D. Invoices. Contractor shall submit monthly invoices showing amounts spent for program expenses using the categories listed below, including but not limited to, operating expenses and custodial expenses. The Contractor shall list amounts collected for thirty percent (30%) rental fees for the Planetarium on the monthly invoices. These amounts will be subtracted from the monthly contract amount paid by County.

The total amount of compensation for the contract periods listed below will not exceed the amount listed in each column. (Amounts from one contract period will not carry over for the next period.)

For the Contract Period:	General Operating:	Custodial:	Total Compensation will not exceed:
7/1/2017 through 6/30/2018	\$154,820.00	\$18,110.00	\$172,930.00
7/1/2018 through 6/30/2019	\$157,916.00	\$25,972.00	\$183,888.00
7/1/2019 through 6/30/2020	\$161,074.00	\$18,842.00	\$179,916.00
7/1/2020 through 6/30/2021	\$164,296.00	\$26,943.00	\$191,239.00
TOTAL	-	-	\$727,973

Furniture, Fixtures, Equipment and Software:

Ownership of any durable capital asset paid for or reimbursed by County monies, shall revert to County upon the expiration or other termination of this Agreement.

EXHIBIT "B"
PLANETARIUM DOME CLEANING INSTRUCTIONS FROM
ASTRO-TEC MANUFACTURING, INC.
AGR18-701

Astro Tec Manufacturing, Inc.
550 Elm Ridge Ave.
Canal Fulton, OH 44614
330-854-2209
www.astro-tec.com

DOME MAINTENANCE and CLEANING

The following is a recommended maintenance and cleaning of the projection dome:

Maintain an operating temperature of 72° and a humidity range of 45% to 55%. Also, we recommend changing the filters in the air filtering systems once every 2 months. The best cleaning program is to vacuum clean the dust from the **backside** of the dome once a year. Recommended equipment for cleaning the dome is a 4.5 to 5 hp industrial vacuum cleaner with 25 ft. of anti-static hose. Using a 5" wide plastic upholstery tool for the vacuuming procedure, or in some cases, due to space restrictions it is recommended using a commercial grade back pack vacuum and the 5" wide plastic upholstery tool for the vacuuming procedure. When climbing on the backside of the dome it must be done with **extreme** caution in order to eliminate any possibility of damaging the panels. Most stains can be removed using a typical household cleaner; such as, Fantastic or 409 spray cleaner (do not spray directly on the dome, spray on a clean white, lint free cloth). If the discoloration on the projection surface is too dark for spot cleaning, the best recommendation we have is to repaint the projection surface. Please feel free to contact Astro-Tec with any questions.

Exhibit “C”

Los Alamos Nature Center Planetarium/Auditorium Rental Information

Facility Rental Policy

- In order to provide meeting space for individuals and groups in the community, PEEC will rent out the Planetarium/Auditorium space in the Nature Center to interested and responsible parties, subject to the following conditions.
- The only space available for rental is the Planetarium/Auditorium.
- Food and drink are not allowed in the Planetarium/Auditorium. If you wish to serve food or beverages, you may arrange to use the classroom or outdoor areas for that purpose during your rental time, subject to availability. Please speak with PEEC staff about this. Contact a local licensed dispenser from the list provided if alcohol is to be served.
- Rentals are offered at PEEC's discretion, based upon scheduled programs, availability of spaces desired and adequate staffing. Not all dates may be available, even if PEEC does not have a public program scheduled at that time.
- If the event takes place outside of PEEC's open hours, renters must have a PEEC-provided monitor present for their entire event. If the event takes place during open hours and the AV system is needed, a PEEC-provided monitor must operate the AV system and projectors.
- Only a trained PEEC-provided monitor may operate the AV system and projectors.
- The facility must be left in the same condition it was before the rental event.
- No retail sales other than PEEC's gift shop are permitted.
- Renters must provide liability insurance and proof of this insurance.
- If a non-profit wishes to use the room for fundraising purposes, they must rent the room and also comply with Los Alamos County's requirements for fundraising events held at the Nature Center (see below for details).

Facility Rental Fees

- The planetarium seats 50 people. The cost per hour is \$45 with a two-hour minimum.
- There is an additional post-event \$15 inspection fee.
- The monitor fee is \$25 per hour without AV usage, and \$35 per hour for a trained monitor who can operate the AV system and projectors.
- Damage Deposit is \$250 for regular events and \$500 for events utilizing the AV system and projectors.
- Custodial Service Fee is \$35 per hour if the facility is left unclean. Minimum of one-hour custodial fee, if services are needed.
- Refund/Cancellation Charge - \$45 if cancelled in less than 10 days from the event.

Nonprofit Fundraising Events

Nonprofit fundraising events must be approved by the County. Requests for approval should be made at least 45 days in advance and shall include the name of the non-

profit entity; a description of the purpose for which the fundraiser will be held; a description of anticipated activities at the fundraiser; the number of likely visitors to the facility as a result of the activity; a description of how the community will benefit from the fundraiser or the activity for which funds will be raised; the particular space required; information regarding alternative locations for the fundraiser; and the duration of the fundraiser. Any costs associated with the fundraiser, including without limitation janitorial and setup costs, shall be paid in full by the nonprofit entity.

