



AGR15-4178

## 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 **Los Alamos Commerce & Development Corporation (LACDC) d.b.a. the Los Alamos Meeting and Visitor Bureau**, a New Mexico corporation ("Contractor"), to be effective for all purposes March 1, 2015.

**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 and County issued Request for Proposals No. 2015-1979 (the "RFP") on November 16, 2014, requesting proposals for Visitor Center Operations and Management Services for Los Alamos County, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated December 12, 2014 ("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 February 17, 2015; 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. SERVICES:**

#### **1. Contractor Services.**

##### **a. SCOPE OF SERVICES**

Contractor shall provide visitor orientation services through management of two (2) visitor centers, a visitor website, materials distribution, fulfillment of visitor guide and information requests from the public, as well as reporting, assessment and strategic functions and activities to monitor performance.

##### **I. Establish Visitor Center Locations**

Contractor shall staff, equip, operate and manage visitor centers at two (2) physical location(s) within the County: The White Rock Visitor Center ("WRVC"), a County facility located in White Rock, north of State Road 4 and west of White Rock Fire Station 3 at physical address 115 State Road 4, and the Los Alamos Visitor Center ("LAVC") at the Los Alamos Townsite ("Townsite"), in the Downtown area. The Townsite location is located at the corner of Central Avenue and 15th Street at physical

address 109 Central Park Square in leased space shared with the Chamber of Commerce and other LACDC programs.

## **II. Present A Quality Visitor Experience**

Contractor shall provide customer service staff and/or volunteers that are sufficiently trained in all aspects of County tourism and employ a welcoming, interesting and efficient interaction with visitors, and clean, updated, well-maintained space, engaging orientation (format, signage), and staff services customized to the individual needs and interests of each visitor. County shall have the ability to evaluate quality of space and services and request changes and/or provide alternative space in future years of this Agreement, upon providing 12-hour notice. County may request Contractor to provide Services at a new alternative space. Upon mutual agreement of service terms and compensation, Contractor shall continue to provide visitor orientation services and management at a new alternative space as provided herein.

## **III. Meet Space Standards**

(a) Exterior Requirements. The Contractor-leased LAVC space shall substantially meet the following requirements:

- 1) Provides usable space in the Los Alamos Meeting and Visitor Bureau located at 109 Central Park Square in Los Alamos (see Exhibit "C," Space Use and Layout Diagram, attached hereto and made a part hereof all purposes).
- 2) Provides signage that is prominent and meets requirements of the Los Alamos County Sign Code (Municipal Code/Charter, Part II-Code of Ordinances, Chapter 16-Development Code, Article X. Signs). Contractor shall be responsible for coordinating with appropriate County departments to complete and process the sign permit application (including payment of all fees), as well as installation of the signs;
- 3) Provides access to storage, both in the facility at 109 Central Park Square, as well as an offsite storage facility located at J&L Self Storage, 1285 Trinity Drive in Los Alamos, Unit 612 that shall accommodate the needs of Visitor Guide Storage. Contractor shall provide County with process and procedures to gain access to contents within a two hour period.
- 4) Provides a parking area with space accommodations in accordance with County Code, directional signage and access for at least three (3) recreational vehicles or buses, and other travel-related vehicles, together with designated American With Disabilities Act ("ADA") parking.

(b) Interior Requirements. The Contractor-leased LAVC space shall substantially meet the following requirements:

- 1) Provide for a visitor assistance area, including material displays, exhibits, a greeting area, a desk with a phone and material for staff to receive and document visitor calls; the area shall include one (1) administrative office; one (1) storage area; and clean, easily accessible bathroom(s).
- 2) The visitor assistance area shall include bathroom(s) that meet ADA requirements.

#### **IV. Operate and Maintain Visitor Centers**

(a) Terms and Conditions For Both Visitor Center Facilities ("Premises"):

- 1) The Premises shall be used as a tourist information center and office space in connection with the activities related to orienting, guiding and informing tourist related attractions, facilities, events, and hospitality and business services. The Premises shall be used by Contractor only for the designated use as prescribed herein.
- 2) County reserves the right to inspect the work and activities of Contractor in connection with its use of the Premises, at such times and in such a manner as County may deem reasonably appropriate.
- 3) Contractor shall provide the Premises with necessary office equipment such as computers, printers, copiers, fax machines, telephones, scanners and postage equipment. The equipment shall be owned, maintained, updated and replaced by Contractor. Office equipment does not include any additional interpretive display materials already provided herein.
- 4) Contractor will provide janitorial services necessary to maintain clean and keep attractive facilities which include cleaning supplies and toiletries, as needed, and based on seasonal volume. Restrooms, in particular, shall be maintained as sanitary and tidy at all times. During the term of this Agreement, janitorial services shall include, at the minimum, three (3) cleanings per week per year at the LAVC. The WRVC shall receive, at the minimum, three (3) cleanings per week during the off-peak season (November 1-Memorial Day Weekend) and nightly cleanings during the peak tourist season (Memorial Day Weekend-October 31). Contractor shall be responsible for all costs for janitorial supplies.
- 5) Contractor shall take all reasonable precautions with its use of the Premises to reasonably 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, and shall comply with all health, safety, and fire protection rules, laws, regulations and requirements of County, State or Federal bodies, and any other pertinent regulatory body.
- 6) Contractor shall prohibit smoking within the enclosed or public Premises used or occupied by Contractor during the performance of the Agreement in accordance with provisions of the Code of the Incorporated County of Los Alamos. Contractor shall not allow smoking within twenty-five (25) feet of the building's entrance.
- 7) For the WRVC, Contractor shall coordinate routine building maintenance and landscaping maintenance issues directly with County. Contractor shall submit maintenance requests for any non-routine maintenance in writing (e-mail is

sufficient) within 72 hours of issue identification to County Contract Manager or designee.

- 8) For the LAVC, Contractor shall proactively contact private property owners if non-routine maintenance is required on non-County property and shall notify County of both routine and non-routine maintenance conducted on non-County property.
- 9) Contractor shall notify County Contract Manager or designee, plus 311 (662-8333) and 911 (662-8222, in case of emergency) regarding any disruption or change(s) to expected visitor center services, including website and other scheduled activities, within one (1) hour of such disruption or change(s).
- 10) Contractor shall provide a detailed cost breakdown quarterly for Contractor-provided Townsite space, maintenance and all other costs associated with operating and maintaining both of the visitor centers including, but not limited to, operational costs, office supplies, janitorial, telephone services and utilities costs.
- 11) Contractor shall at all times maintain and have in effect County required insurance limits and shall name County as "Additional Insured" as provided herein.

## **V. Provide Visitor Assistance Services**

Contractor shall recruit, hire, train and develop sufficient and effective employees and/or volunteers to staff the two (2) visitor centers as defined in the rate schedule, Exhibit B, attached hereto and incorporated herein for all purposes. Current minimum staffing requirements consist of at least two (2) people being available during operating hours at each visitor center and shall augment staffing as needed during peak times with additional staff and/or volunteers. Contractor shall:

- (a) Provide staffing necessary to assist visitors and potential visitors via telephone, e-mail, internet posts and in person. Employees and volunteers must be sufficiently knowledgeable about the area and actively and positively promote visitor-related attractions, facilities, and events within Los Alamos County and the related tourism area; be courteous and friendly in all interactions; conduct short surveys; collect visitation data as identified in the Data Audit Report (Section VIII. (a) below) and make every effort to respond to visitors' requests for information, including consulting the credible and trustworthy internet sites, colleagues and/or contacts. Random, independent audits by County may be used to ensure that quality visitor promotional service is being provided.
- (b) Provide mandatory orientation and familiarization training at least two (2) times per year, and as necessary with any new employees and/or volunteers to keep staff up-to-date on County's customer service expectations as described herein, as well as new or changed hospitality and attractions services.

- (c) Keep the visitor centers open every day of the year and for the times outlined below, except the following three (3) major holidays: Thanksgiving Day, Christmas Day and New Year's Day.

(a) Los Alamos Visitor Center	
Monday through Friday:	9:00 a.m. to 5:00 p.m.;
Saturday:	9:00 a.m. to 4:00 p.m.; and
Sunday:	10:00 a.m. to 3:00 p.m.
(b) White Rock Visitor Center	
High Tourist Season:	Friday preceding Memorial Day Weekend through Oct. 31;
Every Day:	8:00 a.m. to 6:00 p.m.;
Low Tourist Season	Nov. 1 through the Thursday preceding Memorial Day; and
Every Day:	10:00 a.m. to 2:00 p.m.

- (d) Maintain one (1) published, toll-free 800 visitor information and local telephone lines that are answered at a minimum once daily, year-round when the visitor centers are open and staff is not otherwise occupied with customers. Maintain at each facility at least one (1) published local telephone number for visitor inquiries that is answered year-round. After hours, Contractor shall maintain a voicemail capability providing the hours of operation which reports the website address and has the ability to leave messages. Contractor agrees to return messages with a callback within a 24-hour period, with the exception of major holidays (V. (c) above) Contractor shall provide and pay for any and all telephone charges, including installation, line and long distance charges, and costs for phones and related equipment,
- (e) Designated holiday closures (V. (c.) above) should be noticed at least seven (7) days prior to the closure. Unforeseen or emergency closures (e.g., weather) shall be approved by the County via e-mail and be noticed upon approval. For all closures, Contractor shall post signs and messages on all visitor information interfaces, including visitor center doors, outgoing voicemail message(s), Facebook or other social media forums, website, and any other applicable interface.
- (f) Continue to collaborate with other information outlets such as, but not limited to, the Los Alamos County Customer Care Center to request and share information of importance to the community and visitors.

- (g) Provide and pay for internet service that is accessible, at no cost, to the public. As it may become available, Contractor shall coordinate with County on the installation of/connection to REDINet service.
- (h) Deliver, quantities recommended by Contractor and approved by County, of visitor guides to designated local, regional and official State visitor centers. The list of visitor guide delivery locations will be decided by the County and Contractor at the beginning of each contract year. Contractor may use subcontractor to deliver visitor guides to remote locations outside the County at no additional cost to County. All locations shall have a designated, highly visible display, including kiosks provided by Contractor to local businesses and facilities. Contractor shall monitor all locations to ensure that a minimum quantity of 25 visitor guides are in stock at all times. Contractor shall make every effort to ensure that visitor guides are being distributed to the intended audience(s) and include findings in Contractor's monthly reports.

**VI. Maintain Visitor Website**

- (a) Contractor shall use its privately-owned VisitLosAlamos.org as the official Los Alamos County visitor/tourism website. The format shall be easy to read on the screen, as well as in print and shall be subject to County Contract Manager approval. The site shall incorporate the tourism marketing theme, logo, colors, and other style elements that identify the visitor advertising as recommended by Lodgers' Tax Advisory Board ("LTAB") and adopted by County Council, the County's tourism marketing plan, the New Mexico Tourism Department's New Mexico True campaign and County's approved community brand, as applicable.
- (b) Contractor shall maintain and update the VisitLosAlamos.org website to provide current and comprehensive information for prospective visitors. Content shall encourage easy access to all County assets, attractions, events and hospitality services. The website shall be easy to navigate and geared to prospective visitors unfamiliar with Los Alamos.
- (c) Contractor shall ensure that the VisitLosAlamos.org website is current, accurate and informative by conducting weekly reviews of its content along with other agreed upon program and event sources (including County, LACDC and its subsidiary programs, other local/regional businesses and organizations, the New Mexico Tourism Department and fylosalamos.com), and updating the VisitLosAlamos.org website, accordingly. The information should mirror, to the extent practicable, the content in the Visitor Guide, as well as augmenting the site with active links to other visitor-related or Los Alamos sites, including but not limited to, the State of New Mexico Tourism Department, County, Pajarito Mountain, the Valles Caldera National Preserve, Bandelier National Monument, Bradbury Science Museum, County lodging establishments, and other visitor hospitality businesses.
- (d) Contractor shall provide County's Tourism Marketing Services contractor access to data (Google Analytics or an equivalent) to track visitor activity on VisitLosAlamos.org.

## **VII. Produce Performance Reports**

- (a) Data Audit Report. *Prepare and present annually; Year 1-within 90 days of Agreement start date; Future years-review and update, if requested, by July 1<sup>st</sup> of each fiscal year.*

Contractor shall utilize the data collection method detailed below. County may direct change to data collection process one (1) time per year. Contractor shall implement requested change within 60-days of written request.

1) *Contractor-Managed Data:*

- Number of visitor inquiries in person, by telephone, through the internet, and through other visitor request venues, including reader response cards.
- Information about the visitors, including their groups, places of residence (origin), reasons for visiting, whether or not a first time visitor, etc., mode of transportation;
- Internet activity reports generated by Contractor from Contractor's official tourism website, VisitLosAlamos.org.
- Number of official Visitor Guides distributed to distribution points identified by the County and Contractor in Los Alamos, the region, and statewide/state-operated visitor centers and kiosks.

2) *Other Visitation Data:*

- Visitor numbers from area attractions, including Los Alamos Historical Museum, Bradbury Science Museum, Valles Caldera National Preserve and Bandelier National Monument, as well as County Recreation facilities (Aquatic Center, Ice Rink and Golf Course).
- Contractor shall demonstrate level of effort made to obtain reporting data from area tourism attractions listed above, however, it is recognized that acquisition of monthly data may be subject to source organization's ability and willingness to provide the requested data.

- (b) Visitor Trends Reports. *Prepare and present monthly, reporting on all available visitor data received.*

Summarize and present the data collected per the Data Audit Report (VII. (a) above) in a monthly report, using a form conducive to trend analysis. County may direct change to data collection process one (1) time per year. Contractor shall implement requested change within 60-days of written request. These monthly reports shall provide the Contract Manager with answers at-a-glance to questions such as:

- 1) Current number of visitors compared to the same time last year?
- 2) How do the County's visitor statistics during the last three months compare to the surrounding attractions' statistics during the same time period?
- 3) What are the top three (3) places of origin identified by the data collected from visitors to Los Alamos County visitor centers and/or attractions?

- (c) Year in Review Report. *Prepare and present annually in support of strategic planning and Contract Review meeting(s).*

Contractor shall aggregate Visitor Trends Reports, presenting data for each visitor center and for monitored attractions in a format that can be readily interpreted by the County Council and general public that demonstrates Return On Investment (ROI) that shall include but is not limited to the following:

- 1) Evaluate Contractor's performance for set time period and according to criteria established in advance and in coordination with Contractor. Criteria shall include, but not be limited to, observation of customer service and visitor center maintenance practices, as well as metrics collected to determine areas of strength and improvement;
- 2) Fulfillment of written/online requests for Visitor Guides;
- 3) Number of Visitor Guides distributed to local, regional and statewide outlets;
- 4) Various web statistics including:
  - page views on the tourism website;
  - average time visitors to the tourism site stay on the website;
  - number of contact forms submitted through the website; and
  - online community growth of agreed upon social media platforms.

**SECTION B. TERM:** The term of this Agreement shall commence on March 1, 2015 and shall continue until June 30, 2016 for a total of sixteen (16) months, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) additional one (1) year terms, unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.**

- a. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED EIGHTY-ONE THOUSAND, NINE HUNDRED TEN DOLLARS (\$281,910.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR").
- b. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes. Upon County's sole option to elect to provide alternative space for the visitor center(s) pursuant to Section A(1)(a)(II) above, and upon mutual agreement of service terms and compensation, that shall not conflict with the terms herein, Exhibits "A" and "B" shall be modified to accurately reflect the Services and costs at the new space(s).
- c. Total compensation for the life of this Agreement, including any possible extensions, shall not exceed SEVEN HUNDRED TWELVE THOUSAND THREE HUNDRED EIGHTEEN DOLLARS (\$712,318.00), which amount does not include New Mexico gross receipts tax ("NMGR").

- 2. Monthly Invoices.** Compensation shall be paid in equal monthly installments according to the rate schedule set out in Exhibit "A."



**SECTION D. TAXES:** Contractor shall be responsible for remittance of the 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 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 the 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 work described herein in accordance with a standard of care for performance of the Services that exceeds industry standards.

**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 the 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 are 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. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured and provide that County will be notified no less than thirty (30) days in advance of cancellation.

1. **General Liability Insurance.** \$1,000,000 combined single limit per occurrence. \$2,000,00 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:** An amount at least equal to the minimum required by state law 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, without regard to race, color, religion, sex, age, 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 negligent 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 in 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 Exhibit A. 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.
1. **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 the 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:**

Anne W. Laurent  
CEDD Director  
Incorporated County of Los Alamos  
1000 Central Ave, Suite 150  
Los Alamos, New Mexico 87544

**Contractor:**

Los Alamos Commerce & Development  
Corporation  
109 Central Park Square  
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.

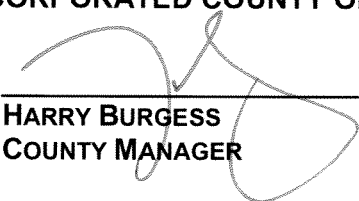
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

  
\_\_\_\_\_  
SHARON STOVER  
COUNTY CLERK



**INCORPORATED COUNTY OF LOS ALAMOS**

  
\_\_\_\_\_  
HARRY BURGESS  
COUNTY MANAGER

2/17/15  
DATE

**Approved as to form:**

  
\_\_\_\_\_  
REBECCA W. EHLER  
COUNTY ATTORNEY

**LOS ALAMOS COMMERCE & DEVELOPMENT  
CORP., A NEW MEXICO CORPORATION**

BY:   
\_\_\_\_\_  
PATRICK SULLIVAN  
EXEC. DIRECTOR

2/19/15  
DATE

**Exhibit "A"**  
**Cost Summary Visitor Center Operations**  
**AGR15-4178**

**Cost Summary Visitor Center Operations**

				<b>Totals</b>
	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>	<b>40 mos.</b>
<b>Services/Deliverables</b>				
Staffing	\$181,945.00	\$132,657.00	\$136,637.00	
Facility Lease	\$21,865.00	\$16,891.00	\$17,398.00	
Supplies/Janitorial/Utilities	\$32,600.00	\$25,184.00	\$26,267.00	
Reports	\$8,729.00	\$9,517.00	\$9,717.00	
<b>Subtotal:</b>	<b>\$245,139.00</b>	<b>\$184,249.00</b>	<b>\$190,019.00</b>	
Service Fee:	\$36,771.00	\$27,637.00	\$28,503.00	
<b>Total Contract Amount:</b>	<b>\$281,910.00</b>	<b>\$211,886.00</b>	<b>\$218,522.00</b>	<b>\$712,318.00</b>
<b>Monthly Invoice Amounts:</b>	<b>\$17,619.00</b>	<b>\$17,657.00</b>	<b>\$18,210.00</b>	

**Exhibit "B"**  
**Detail Cost Schedule**  
**AGR15-4178**

**Contract Management Plans and Reports**

<b>Visitor Center Operation &amp; Management Deliverables</b>	<b>Frequency</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
Management Plan/Update	1/year	\$1,600.00	\$1,700.00	\$1,800.00
Data Audit Report/Updates	1/year	\$845.00	\$900.00	\$1,000.00
Visitor Trend Reports	1/month	\$1,860.00	\$2,017.00	\$2,017.00
Year-In-Review Reports	1/year	\$2,212.00	\$2,450.00	\$2,450.00
Presentations to Council	1/year	\$2,212.00	\$2,450.00	\$2,450.00
<b>TOTALS:</b>		<b>\$8,729.00</b>	<b>\$9,517.00</b>	<b>\$9,717.00</b>

**Visitor Center Staffing**  
**Total Staffing Costs**

<b>Facility</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
LAVC Mgmt/Admin	\$104,860.00	\$81,004.00	\$83,435.00
WRVC Mgmt/Peak Season	\$44,629.00	\$29,958.00	\$30,856.00
WRVC Mgmt/Off-Peak Season	\$32,456.00	\$21,695.00	\$22,346.00
<b>TOTALS:</b>	<b>\$181,945.00</b>	<b>\$132,657.00</b>	<b>\$136,637.00</b>

**Los Alamos Visitor Center**  
**Staffing Costs**

<b>Staff Classification</b>	<b>Hourly Wage</b>	<b>Hours/ Year</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
Reception	\$12.08	2160	\$34,790.00	\$26,876.00	\$27,682.00
MVB Manager	\$21.48	2080	\$59,571.00	\$46,019.00	\$47,399.00
Executive Dir.	\$75.71	104	\$10,498.00	\$8,110.00	\$8,353.00
Volunteer	\$0.00	206	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$104,860.00</b>	<b>\$81,005.00</b>	<b>\$83,434.00</b>

**Exhibit "B"**  
**Detail Cost Proposal**  
**AGR15-4178**

**White Rock Visitor Center**

**Staffing Costs – Peak Season (Mid-Mar - Oct)**

<b>Staff Classification</b>	<b>Hourly Wage</b>	<b>Hours/ Year</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
Reception	\$12.08	1033	\$22,315.00	\$14,979.00	\$15,428.00
Reception	\$12.08	1033	\$22,315.00	\$14,979.00	\$15,428.00
Volunteer	\$0.00	490	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$44,630.00</b>	<b>\$29,958.00</b>	<b>\$30,856.00</b>

**White Rock Visitor Center**

**Staffing Costs – Off-Peak Season (Nov - Mid-Mar)**

<b>Staff Classification</b>	<b>Hourly Wage</b>	<b>Hours/ Year</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
Reception	\$12.08	1033	\$16,228.00	\$10,847.00	\$11,173.00
Reception	\$12.08	1033	\$16,228.00	\$10,847.00	\$11,173.00
Volunteer	\$0.00	490	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$32,456.00</b>	<b>\$21,694.00</b>	<b>\$22,346.00</b>

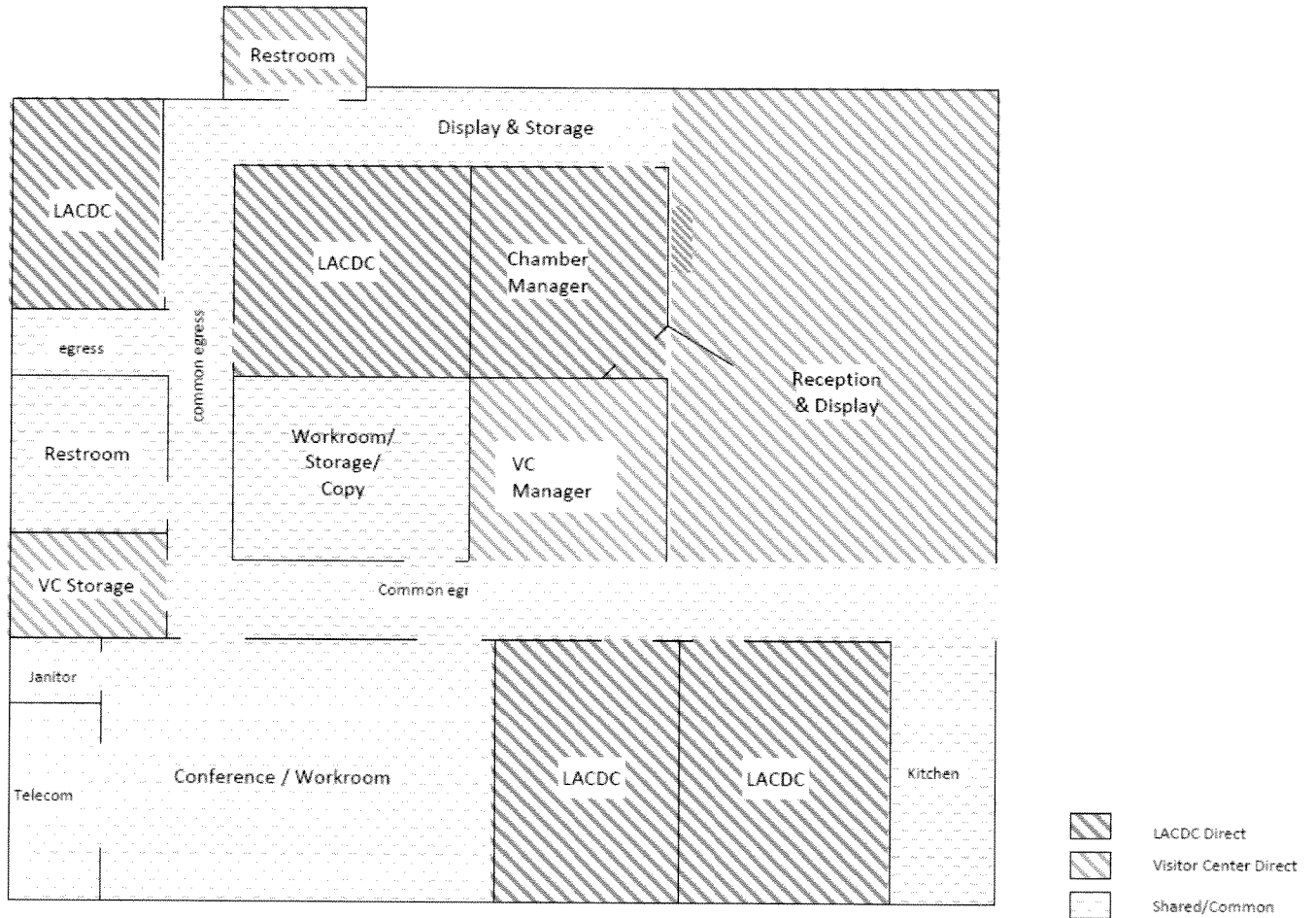
**Facilities Supplies and Services Costs**

<b>Facility</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
<b>WRVC</b>	\$18,800.00	\$14,523.00	\$14,958.00
<b>LAVC</b>	\$13,800.00	\$10,661.00	\$11,310.00
<b>TOTALS:</b>	<b>\$32,600.00</b>	<b>\$25,184.00</b>	<b>\$26,268.00</b>

**Los Alamos Visitor Center Lease/Use**

<b>Contractor- Provided Visitor Center Space</b>	<b>Square Feet</b>	<b>Cost/ Sq Ft</b>	<b>FY16 (16 mos.) Mar 1 2015- Jun 30 2016 Costs</b>	<b>FY17 (12 mos.) Mar 1 2016- Jun 30 2017 Costs</b>	<b>FY18 (12 mos.) Mar 1 2017- Jun 30 2018 Costs</b>
Reception	187	\$13.66	\$3,405.89	\$2,631.05	\$2,709.98
Bathrooms	92	\$13.66	\$1,675.73	\$1,294.42	\$1,333.25
Display Space	50	\$13.66	\$910.67	\$703.49	\$724.59
Exhibit Space	248	\$13.66	\$4,516.91	\$3,489.31	\$3,593.99
Storage	54	\$13.66	\$983.52	\$759.77	\$782.56
Off-Site Storage	250	\$0.52	\$173.33	\$133.90	\$137.92
Admin Office	121	\$13.66	\$2,203.81	\$1,702.45	\$1,753.52
Meeting Space	154	\$13.66	\$2,804.85	\$2,166.75	\$2,231.75
Common Space	285	\$13.66	\$5,190.80	\$4,009.89	\$4,130.19
<b>TOTALS:</b>	<b>1,441</b>		<b>\$21,865.51</b>	<b>\$16,891.03</b>	<b>\$17,397.75</b>

**Exhibit "C"**  
**LAC Visitor Center Space Use Layout**  
**AGR15-4178**



Visitor Center & Chamber of Commerce  
 Layout & Use