

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 15-4178**

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This **AMENDMENT NO. 1** 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 July 1, 2016.

WHEREAS, County and Contractor entered into Agreement No. AGR15-4178 dated March 1, 2015 (the "Agreement") for Visitor Center Operations and Management Services for Los Alamos County; and

WHEREAS, both parties wish to amend the Agreement to extend the term, adjust compensation as allowed for under the Agreement and modify contact information contained in Section S.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

1. To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence March 1, 2015 and shall continue until June 30, 2017, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for one (1) additional one (1) year term, unless sooner terminated, as provided therein

2. To delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

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 ELEVEN THOUSAND EIGHT HUNDRED EIGHTY SIX AND NO/100 DOLLARS (\$211,886.00) for FY2017, 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 EIGHTTEEN DOLLARS (\$712,318.00), which amount does not include NMGR.

3. To replace Exhibit "A" with the Exhibit "A" attached hereto.



4. To delete **SECTION S. NOTICE**, in its entirety, and replace it with the following:

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:

Marketing Specialist
Incorporated County of Los Alamos
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

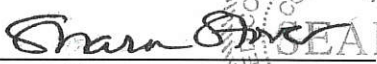
Contractor:

Executive Director
Los Alamos Commerce & Development Corp.
Post Office Box 1206
Los Alamos, New Mexico 87544

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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.

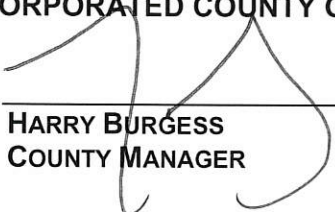
ATTEST


SHARON STOVER
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY:


HARRY BURGESS
COUNTY MANAGER

6/20/16
DATE

Approved as to form:


REBECCA W. EHLER
COUNTY ATTORNEY

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

BY:


PATRICK SULLIVAN
EXECUTIVE DIRECTOR

6/13/16
DATE

Exhibit "A"
Cost Summary Visitor Center Operations
AGR15-4178-A1

Cost Summary Visitor Center Operations

				Totals
	FY16 (16 mos.) March 1, 2015- June 30, 2016 Costs	FY17 (12 mos.) July 1, 2016- June 30, 2017 Costs	FY18 (12 mos.) July 1, 2017- June 30, 2018 Costs	40 mos.
Services/Deliverables				
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	
Subtotal:	\$245,139.00	\$184,249.00	\$190,019.00	
Service Fee:	\$36,771.00	\$27,637.00	\$28,503.00	
Total Contract Amount:	\$281,910.00	\$211,886.00	\$218,522.00	\$712,318.00
Monthly Invoice Amounts:	\$17,619.00	\$17,657.00	\$18,210.00	