

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 15-4178**

This **AMENDMENT NO. 3** 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 and 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, 2018.

WHEREAS, County and Contractor entered into Agreement No. AGR15-4178 dated March 1, 2015, Amendment No. 1, AGR15-4178-A1, dated July 1, 2016 and Amendment No. 2, AGR15-4178-A2 dated July 1, 2017 (as modified, the "Agreement") for Visitor Center Operations and Management Services for Los Alamos County; and

WHEREAS, the original solicitation for Visitor Center Operations and Management Services for Los Alamos County, Request for Proposals, No. 2015-1979 (the "RFP") sought to enter into a contract for a period of up to six and one half (6 ½) years, however the Agreement was initially only for a three (3) year and four (4) month period. It is the intent of both parties to extend the Agreement for a longer term, through December 31, 2018, as contemplated in the RFP; and

WHEREAS, both parties wish to amend the Agreement to extend the term and increase compensation through December 31, 2018. This does not impair or conflict with the intent of the RFP or Agreement; and

WHEREAS, County Council approved this Amendment at a public meeting held on June 12, 2018.

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

- I. 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 December 31, 2018, unless sooner terminated, as provided herein.

- II. 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 ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED SEVENTY SIX AND NO/100 DOLLARS (\$112,476.00) for the first half of FY2019, July 1, 2018 through December 31, 2018, which amount does not include applicable New Mexico gross receipts taxes ("NMGRT").
- b. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TWENTY-TWO

AND NO/100 DOLLARS (\$218,522.00) for FY2018, which amount does not include applicable New Mexico gross receipts taxes ("NMGR").

- c. 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").
- d. 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) for FY2016, which amount does not include applicable New Mexico gross receipts taxes ("NMGR").
- e. Total compensation for the life of this Agreement, including any possible extensions, shall not exceed EIGHT HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$824,794.00), which amount does not include NMGR.

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

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. 3 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____
PATRICK SULLIVAN **DATE**
EXECUTIVE DIRECTOR

Exhibit "A"
Cost Summary Visitor Center Operations
AGR15-4178-A3

Cost Summary Visitor Center Operations

					Totals
Services/Deliverables	FY16 (16 months) March 1, 2015- June 30, 2016 Costs	FY17 (12 months) July 1, 2016- June 30, 2017 Costs	FY18 (12 months) July 1, 2017- June 30, 2018 Costs	FY19 (6 months) July 1, 2018- Dec. 31, 2018 Costs	46 mos.
Staffing	\$181,945.00	\$132,657.00	\$136,637.00	\$70,361.00	
Facility Lease	\$21,865.00	\$16,891.00	\$17,398.00	\$8,959.00	
Supplies/Janitorial/Utilities	\$32,600.00	\$25,184.00	\$26,267.00	\$13,526.00	
Reports	\$8,729.00	\$9,517.00	\$9,717.00	\$4,959.00	
Subtotal:	\$245,139.00	\$184,249.00	\$190,019.00	\$97,805.00	
Service Fee:	\$36,771.00	\$27,637.00	\$28,503.00	\$14,671.00	
Total Contract Amount:	\$281,910.00	\$211,886.00	\$218,522.00	\$112,476.00	\$824,794.00
Monthly Invoice Amounts:	\$17,619.00	\$17,657.00	\$18,210.00	\$18,746.00	