



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "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"), dba Discover Los Alamos**, a New Mexico corporation ("Contractor"), to be effective for all purposes January 1, 2019.

**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. 19-29 (the "RFP") on October 28, 2018 requesting proposals for Visitor Center Operations and Management, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 27, 2018 ("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 December 18, 2018; and

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

#### **a. Establish Visitor Center Locations**

Contractor shall staff, provide equipment, operate and manage visitor centers at two (2) physical location(s) ("Premises") within the County. The first physical location is 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, located at 115 State Road 4. The second physical location is the Los Alamos Visitor Center ("LAVC") which at the time of execution of this agreement is located at 109 Central Park Square. Contractor agrees that the LAVC shall be relocated to 475 20<sup>th</sup> Street, Suite A when requested to do so by the County. County may withdraw, at its sole discretion, the use of any of the Premises from Contractor with ninety (90) days written notice. At its sole discretion, County may, but is not required to designate, in writing, additional or substitute space for the use by Contractor for the

purpose of providing the Services, but such additional space is subject to the same right of withdrawal with notice. Any additional or substitute space assigned to Contractor will be included in the term "Premises" for purposes of this Agreement. County may assign a different premises or space or relocate Contractor to another location within County facilities.

**b. 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. Current staffing consists of at least two (2) people being available during operating hours at each visitor center except at WRVC during low season when one (1) person shall be staffed. Contractor shall:

- (1) Provide staffing necessary to assist visitors and potential visitors via telephone, e-mail, internet posts and in person. Employees and volunteers shall 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; and conduct short surveys and collect visitation data. Staff employees and volunteers shall make every visitor engagement an efficient and valuable experience by first clarifying visitors' interests, customizing orientation and information accordingly, and making every effort to respond to visitors' requests for information, including consulting the Internet, colleagues and contacts and any other resources. Random, independent audits by County may be used to ensure that quality visitor promotional service is being provided.
- (2) Provide mandatory training at least two (2) times per year, and as necessary with any new staff members in order to keep staff up-to-date on County's customer service expectations, including ambassador training, as well as new or changed hospitality and attractions services. Training shall be developed with input from County and Branding consultants, and shall be reviewed and approved by the Contract Manager.
- (3) Keep the visitor centers open every day and for the times outlined below, except the following six (6) major holidays: Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Presidents' Day, providing notice of holiday closures at all times on available communications tools, including signage, materials, website, Facebook, outgoing phone messages, and any other interfaces that visitors may encounter.

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., except holiday closures.
White Rock Visitor Center	
<b>High Tourist Season</b> (Coincide with Bandelier Shuttle operation – mid-May to mid-Oct): Every Day:	8:00 a.m. to 6:00 p.m.; except holiday closures.

<b>Low Tourist Season</b> – November 1 through the Thursday preceding Memorial Day:  <div style="text-align: right;">Every Day:</div>	10:00 a.m. to 2:00 p.m.; except holiday closures.
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- (4) In the case of unanticipated closures due to weather or other emergency, Contractor shall establish a process for notifying County, staff, and the public via signage and outgoing messages on phones, website and Facebook.
- (5) Maintain at each facility at least one (1) published local telephone line and one (1) published toll-free phone number, which shall be answered year-around, for visitor inquiries. During closed hours, voicemail capability shall be available to provide the hours of operation, website address, and ability to leave messages for the potential visitor to receive a call-back within a 24-hour period, with the exception of major holidays (see b.(3), above), snow closures, and/or upon County's designated request or 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.
- (6) Provide and pay for all telephone charges, including installation, line and long distance charges, and costs for phones and related equipment.
- (7) Establish and pay for Internet service facilitating communication between visitor center offices.
- (8) Provide and pay for Internet service that is accessible at no charge to the public.
- (9) Agree upon a set schedule to provide service, seven (7) days per week (except circumstances listed under item b.(3), above).

**c. Destination Development and Marketing**

(1) Visitor Center Facilities Organization and Promotional Exhibits

Contractor shall work with County to conduct a review twice (2) a year of both visitor center facilities to confirm exclusive and effective use of space for attracting, engaging, informing, orienting and otherwise assisting visitors in a positive, customized and meaningful experience in Los Alamos.

(2) Visitor Information Distribution

Contractor shall display, distribute and maintain sufficient quantities of visitor information, including but not limited to Los Alamos County's official Visitor Guide and all other area attractions, both within Los Alamos County and throughout the State of New Mexico. Contractor shall also fulfill potential visitor requests via e-mail, mail and telephone.

- a. Contractor shall work with businesses, non-profit organizations, and other entities to ensure a minimum of five (5) locations, agreed to by County, to be points of distribution for the Los Alamos Visitor Guide, including any visitor centers in key locations that may refer visitors to Los Alamos. Contractor shall then monitor these distribution points once a week to ensure that all contain a minimum of twenty (20) Los Alamos Visitor Guides at all times.
- b. Contractor shall distribute the Los Alamos Visitor Guide to all State-managed visitor centers throughout New Mexico, and monitor and replenish supplies at these distribution points a minimum of once (1) per month to ensure that each site has a minimum of fifty (50) Visitor Guides at all times.

- c. Contractor shall work in coordination with area attractions to distribute and replenish sufficient quantities of brochures, maps or rack cards to Los Alamos visitor centers and other sites designated in coordination with the County Contract Manager.
- d. Contractor may coordinate with local event organizers to distribute tourism campaign materials to event participants and other potential visitors.
- e. Contractor shall distribute visitor information, including Visitor Guides, in response to potential visitor requests via phone, internet or mail. Contractor shall document names and addresses of requesters for purposes of documenting origin of requests and shall respond within a maximum two (2) week period.
- f. Contractor shall identify all subcontractors to be employed to perform specific tasks to meet the goals of this Agreement, including tourism materials distribution businesses (i.e., Statewide vendors identified by the New Mexico Tourism Department: Fun & Games, Certified Folder Display Service, Inc., New Mexico Visitor Network), for purposes of monitoring and replenishing outside the Los Alamos County region, if necessary.

**d. Visitor Website Establishment/Maintenance**

- (1) Contractor shall operate and maintain a comprehensive, up-to-date Internet website for visitor information which shall be the official Los Alamos County visitor and tourism website. The format shall be easy to read on all devices as well as in print and be mobile device friendly, per County Contract Manager approval. The website shall use County's approved community brand logo, colors, and other style elements that identify the visitor advertising as adopted by the tourism marketing plan and the New Mexico Tourism Department's New Mexico True campaign.
- (2) The official visitor and tourism website is expected to be maintained and updated 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 tailored to prospective visitors unfamiliar with Los Alamos.
- (3) Contractor shall update the website a minimum of twice (2) per week and include as much timely event information as possible by coordinating with existing program and event information sources, including County, Los Alamos MainStreet and Creative District programs, New Mexico Tourism Department and the community calendar. Information should mirror, to the extent practicable, the content in the Visitor Guide, as well as augmenting the website with active links to other visitor-related or Los Alamos websites, including but not limited to the State of New Mexico Tourism Department, Los Alamos County, Pajarito Mountain, Valles Caldera National Preserve, Bandelier National Monument, Manhattan Project National Historical Park, Bradbury Science Museum, Nature Center, History Museum, County lodging establishments and other visitor hospitality businesses.
- (4) Contractor shall respond to County's requests for changes or corrections to the website within two (2) business days or within twenty-four (24) hours with an email either confirming that either the changes have been made or a deadline by which time the changes shall be made. Contractor shall send confirmation email when changes have been completed.

**e. Participation in Partnership Activities**

Per County direction and within current compensation levels as defined herein in Section C. Compensation, below, Contractor shall collaborate with strategic tourism plans,

programs and partners to ensure coordinated, consistent, quality implementation and assessment of tourism and destination branding and marketing efforts as defined by the current Los Alamos Tourism Strategic Plan and the Brand Action Plan, as well as local, regional and state tourism and hospitality entities and contractors.

## 2. Performance Reports

- a. Management Plan.** Contractor shall complete a management plan within forty-five (45) days of contract start date, and update the plan annually per direction of Contract Manager. Contractor shall interview the County Contract Manager and develop a plan for conducting the following aspects of visitor center operations:
- (1) Facility Interpretation, Operations and Maintenance Plan
  - (2) Customer Service (staffing and training)
  - (3) Target Operations
    - (a) Bandelier Shuttle Service
    - (b) Local Business Marketing Support
  - (4) Recommendations for changes and improvements to the above.

- b. Data Audit Report.** Contractor shall prepare and present a data audit report within ninety (90) days of the effective date of this Agreement, and review and update annually, as requested, by July 1<sup>st</sup> of each fiscal year.

Based on industry standards and best practices, propose a data audit report format and content. In this report Contractor shall determine which statistics and reports are valuable, and what areas need to be changed or improved in order to provide relevant data metrics to measure Return on Investment ("ROI") conversion, in a format that shall assist the Contract Manager, County Manager and Lodgers' Tax Advisory Board ("LTAB") in identifying trends and making recommendations regarding advertising and marketing investments. Final report data and formatting shall be approved by County. Data to be considered includes, but is not limited to, the following:

- (1) Contractor-Managed Data.
  - (a) Number of visitor inquiries in person, by telephone, through the Internet, and through other visitor request venues, including reader response cards.
  - (b) Information about the visitors, including their groups, places of residence (origin), reasons for visiting, what media they used to plan their trip, whether or not a first time visitor, mode of transportation, etc.
  - (c) Internet activity reports generated by Contractor from Contractor's official tourism website (see d.(3), above).
  - (d) Number of official Visitor Guides distributed to identify distribution points in Los Alamos, the region, and statewide and state-operated visitor centers and kiosks.
- (2) Other Visitation Data
  - (a) Data collected shall align with data collected and reported by the New Mexico Tourism Department and the New Mexico Hospitality Association.
  - (b) Visitor numbers from area attractions, including but not limited to: Los Alamos History Museum, Los Alamos Nature Center, Pajarito Mountain, Bradbury Science Museum, Manhattan Project National Historical Park, Valles Caldera National Preserve and Bandelier National Monument, as well as the Los Alamos County Recreation facilities (Aquatic Center, Ice Rink, Golf Course).

- (c) Contractor shall demonstrate the level of effort made to obtain reportable data from area tourism attractions listed above, however, it is recognized that acquisition of monthly data is subject to source organizations' ability and willingness to provide the requested data.
- c. Visitor Trends Reports.** Contractor shall prepare and present monthly reports on all available visitor data received.
- Contractor shall summarize and present the data collected in above items b.(2)(a) and (b), in a monthly report using a form conducive to trend analysis and that is agreed to by County. The monthly reports shall provide the Contract Manager with at-a-glance answers to questions such as:
- (1) How many visitors did we get this month compared to the same time last year?
  - (2) How do the County's visitor statistics during the last three (3) months compare to the surrounding attractions' statistics during the same time period?
  - (3) What are the places of origin identified by the data collected from visitors to Los Alamos County visitor centers and attractions?
- d. Year in Review Report.** Contractor shall 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 ROI that shall include, but is not limited to, the following:
- (1) Evaluate Contractor's performance for a 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) Analyze event metrics (including attendance), as well as the media utilized to promote various events;
  - (3) Overall media impressions and individual media impressions;
  - (4) Reader Response Requests for Visitors Guides, if applicable; and
  - (5) Various web statistics, including:
    - (a) click through and open rates on broadcast email send outs;
    - (b) page views on the tourism website;
    - (c) average time visitors to the tourism site stay on the website;
    - (d) number of contact forms submitted through the website; and
    - (e) online community growth of agreed upon social media platforms.
- e. Grant Program Applications.**
- Contractor shall coordinate with the Contract Manager, the Tourism Marketing Services contractor and grant program source organizations on grant applications, submittals, execution and reimbursement submittals, if required, for grant programs that assist in the marketing and execution of tourism events and promotions and are mutually agreed upon by County and Contractor. Grant application frequency is dependent upon the grant program. Grant programs currently being executed or considered are the New Mexico

Tourism Department Marketing Cooperative Grant and Tourism Development Grant programs.

### **3. Scheduled Meetings and Presentations**

- a. Client Coordination Meetings:** Contractor shall meet (in person or remotely) with the County Contract Manager to discuss contract issues on a biweekly or as-needed basis.
- b. LTAB or Tourism Implementation Task Force Meetings:** Contractor shall prepare Monthly Visitor Trends Reports (see c.(3), above) in advance of the meetings and attend meetings in person or remotely, as requested, to present and discuss data assessments and other collaborative projects and strategy.
- c. Contract Review Presentations:** Contractor shall prepare and present a written report and visual presentation based upon the above-mentioned criteria to the County Manager and staff for evaluation and discussion up to two (2) times per year. This presentation may also be made to County Council.
- d. Strategic Planning Session(s):** Contractor shall participate in up to two (2) strategic planning sessions with County, Tourism Marketing Services contractor, and LTAB and/or Tourism Implementation Task Force. Dates shall be provided in writing by Contract Manager, generally in conjunction with the development of County's annual marketing plan.
- e. Project Coordination Meetings:** Contractor shall meet the Tourism Marketing Services Contractor and other tourism partners by phone or in person, on an average of 1-2 times per month with an average meeting time of 1.5 hours, excluding travel time, as needed in support of Destination Development and Marketing initiatives.

**SECTION B. TERM:** The term of this Agreement shall commence January 1, 2019, and shall continue through December 31, 2021, unless sooner terminated, as provided herein.

### **SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed SIX HUNDRED EIGHTY-TWO THOUSAND, SIX HUNDRED NINETY AND 26/100 DOLLARS (\$682,690.26), which amount includes optional expenses, but does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation and pre-approved optional expenses shall be paid in accordance with the compensation rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes. However, Contractor agrees that should the LAVC cease operations due to the unavailability of space to operate LAVC, the compensation due Contractor shall be reduced by Fifty Percent (50%) until LAVC is again operating as required by this Agreement.
- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**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 shall 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 shall 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 meets 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 shall 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 shall 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:

Assistant to County Manager  
Incorporated County of Los Alamos  
1000 Central Ave, Suite 150  
Los Alamos, New Mexico 87544

Contractor:

Patrick Sullivan, Executive Director  
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**

**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"  
Compensation Rate Schedule  
AGR19-29

	12 month term (1/1/19 to 12/31/19)	12 month term (1/1/20 to 12/31/20)	12 month term (1/1/21 to 12/31/21)
<b>Management and Operation Costs</b>			
Contract Management Plans and reports	\$ -	\$ -	\$ -
Contract Management Meetings and Presentations	\$ -	\$ -	\$ -
Visitor Center Operations and Staffing	\$ 184,532.12	\$ 190,068.08	\$ 195,770.11
Facilities Supplies and Services	\$ 30,934.32	\$ 31,862.35	\$ 32,818.22
Facility Square Footage Costs	\$ 2,223.90	\$ 2,223.90	\$ 2,257.26
<b>TOTAL</b>	<b>\$ 217,690.34</b>	<b>\$ 224,154.33</b>	<b>\$ 230,845.59</b>
<b>Other Costs</b>			
Furnishing of New LAVC	\$ 10,000.00	-	-
<b>Total</b>	<b>\$ 10,000.00</b>	<b>\$ 0</b>	<b>\$ 0</b>