



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 nonprofit corporation (“Contractor”), to be effective for all purposes January 5, 2022 (“Effective Date”).

WHEREAS, the County Purchasing Officer 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. 22-39 (the “RFP”) on October 7, 2021, requesting proposals for Visitor Center Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated October 28, 2021 (“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 January 4, 2022; 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: Contractor shall provide the following Services:

1. **Visitor Center Management:** Contractor shall staff, provide equipment, operate, and manage visitor centers at two (2) physical location(s) (“Premises”) within the County, as follows:
 - a. The first physical location is the White Rock Visitor Center (“WRVC”), a County-owned facility located in community of White Rock, north of State Road 4 and west of White Rock Fire Station 3, located at 115 State Road 4, Los Alamos, New Mexico.
 - b. The second physical location is the Los Alamos Visitor Center (“LAVC”), a County-owned facility, which at the time of the execution of this Agreement is located at 475 20th Street, Suite A, Los Alamos, New Mexico.
 - c. 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 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 shall 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.

- d. Contractor shall provide janitorial services and cleaning supplies for each Premises.
- e. Contractor shall provide suggested layout for each visitor center, to facilitate visitor engagement, subject to approval by County's Project Manager

2. Facility Establishment and Maintenance: Contractor shall recruit, hire, train, and develop a sufficient number of effective employees and/or volunteers (collectively "Staff") to staff the two (2) visitor centers. Staff shall consist of at least two (2) people available during operating hours at each visitor center. Contractor shall:

- a. Provide Staff necessary to assist visitors and potential visitors via telephone, internet posts, mail, and in person.
- b. Adjust Staff levels at each location per visitation trends, to accommodate peak visitation periods.
- c. Ensure Staff is sufficiently knowledgeable about the area and actively and positively promote visitor-related attractions, facilities, and events within the County and the related tourism area.
- d. Keep the visitor centers open every day and for the times outlined below, except the following three (3) holidays: Thanksgiving Day, Christmas Day, and New Year's Day, providing notice of holiday closures at all times on available communications tools, including signage, materials, website, Facebook, Instagram, or other social media forums, outgoing phone messages, and any other applicable interface 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.
Sunday	10:00 a.m. to 3:00 p.m.
White Rock Visitor Center	
High Tourist Season (Coincide with Bandelier Shuttle Operation – mid-May to mid-October)	
Every Day	8:00 a.m. to 6:00 p.m.
Low Tourist Season November 1 through the preceding Memorial Day	
Every Day	10:00 a.m. to 2:00 p.m.

- e. In the case of unanticipated closures due to weather or other emergency, Contractor shall establish and manage a process for notifying the County, Staff, and the public via signage and outgoing messages on phones, website, Facebook, Instagram, or other social media forums.
- f. Maintain at each facility at least one (1) published local telephone line and one (1) published tollfree phone number for visitor inquiries that is answered year-round. After hours, an answering service shall be available to provide hours of operation, website address, and ability to leave messages for the potential

visitor to receive a call-back within a 24-hour period except for major holidays, snow closures, and/or upon County's designated request or approval.

- g. Provide and pay all telephone charges, including installation, line, and long-distance charges, and costs for phones and related equipment.
- h. Establish and pay for Internet services.
- i. Provide and pay for Internet service that is accessible at no charge to the public.

3. Customer-Centric Service: Contractor's Staff shall deliver a consistent and meaningful experience to visitor(s) throughout the visitor(s) engagement with Staff. Contractor shall:

- a. Provide customized online training courses for Staff, via the Visitor Journey A2D™ ("A2D") training platform.
- b. Contractor shall immediately inform Staff of any changes or additions to visitor information and ensure changes are communicated to County and tourism partners, and incorporated into all applicable training tools, visitor materials, and online platforms.
- c. Provide mandatory trainings 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 brand messaging, visitor experiences and offerings, and new or revised hospitality and attractions services. Contractor shall review all digital assets including visitlosalamos.org, discoverlosalamos.com, and fylsalamos.com (event calendar) websites to familiarize Staff with those resources. Errors and points of clarification shall be immediately communicated with County's Project Manager. Training shall be developed with input from County and shall be reviewed and approved by County's Project Manager. Training materials utilized through the A2D™ program and mandatory training shall deliver consistent and accurate information.
- d. Assist County in keeping resources of information about Los Alamos current and accurate related to attractions, events, programs, guided tours, self-guided itineraries, and hospitality businesses (lodging, restaurants, and shopping services).

4. Service Delivery (Deliver and Manage Visitor Information):

Contractor shall display, distribute, and maintain sufficient quantities of designated Los Alamos visitor materials at all designated visitor interface points, both within Los Alamos County and throughout the State of New Mexico as defined below. Contractor shall:

- a. Distribute the Los Alamos Adventure Guide (or other visitor information piece(s) directed by County) to outlets identified below outside the Los Alamos Area (60-mile radius) within one (1) week from date of request for requests made via visitlosalamos.org, email, and mailed requests,
 - i. The Albuquerque International Sunport and the Santa Fe Regional Airport;
 - ii. Hotels, visitor centers and events throughout the state;
 - iii. New Mexico Tourism Department's visitor centers throughout the state;
 - iv. Regional/Statewide events identified by County and local partners; and
 - v. Tourism events—State Fair and Balloon Fiesta—for which County has tourism marketing booth presence; Contractor shall coordinate with County to deliver quantities.

- b. Distribute Los Alamos visitor information to locations including but not limited to County-owned indoor and outdoor kiosks in and around the Los Alamos, as outlined in Exhibit "B", respond to requests for refills, as needed, and document distribution rates and trends at each outlet on a monthly basis.
- c. Fulfill visitor requests via e-mail, mail, and telephone, documenting names and addresses of requesters for purposes of identifying the origin of requests and shall respond within a maximum one (1)-week period.
- d. Coordinate with local event organizers to distribute tourism campaign materials to event participants and other potential visitors, in advance, as part of welcome/registration packets, and provide increased quantities of tourism campaign materials at specific outlets.

5. Maintain Visitor Website and Assist in Transition to New Website Platform:

Contractor shall support and maintain County's official visitor and tourism website, visitlosalamos.org, on the current website platform until a new visitor website is completed and launched. Pending official turnover of maintenance and management of the new visitor website, Contractor shall meet the following criteria:

- a. Ensure format is easy to read on all devices as well as in print and be mobile device friendly.
- b. Use County's approved community brand logo, colors, and other style elements that identify the visitor advertising as adopted by County's tourism marketing plan and the New Mexico Tourism Department's New Mexico True campaign.
- c. Monitor the website a minimum of twice (2) per week to ensure that the information on all pages is current and accurate.
- d. Coordinate with and cross-check existing program and event information sources, including County, Los Alamos MainStreet and Creative District programs, New Mexico Tourism Department, and the community calendar. Information shall 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, Los Alamos County Nature Center, History Museum, lodging establishments within Los Alamos and other visitor hospitality businesses.
- e. Contractor shall respond to County's requests for changes or corrections to the website, with email confirming receipt and expected implementation, within twenty-four (24) hours, and an email within two (2) business days confirming that either the changes have been made or a deadline by which time the changes shall be made. Contractor shall send a confirmation email when changes have been completed.
- f. In the event of a transition to a new website platform and website manager, as requested by County, Contractor shall:
 - i. Assist in the transfer of data and content to the new website manager.
 - ii. Provide feedback and input as part of new website development.

6. Event and Group Marketing:

- a. **Event Support.** Contractor shall conduct the following event support activities.

- i. Coordinate with the Events Support Work Group of County's Tourism Implementation Task Force ("TITF") to obtain and develop an event list including organizer contact information and general information regarding gaps and opportunities. Contractor shall issue a request for events and activities from event organizers two (2) times per year. Contractor shall submit to County's Project Manager a list of designated events no later than August 1, for each year this Agreement is in effect.
- ii. Contractor shall utilize the following process to identify and prioritize recreational and cultural events with the County's Project Manager and the TITF Events and Support Work Group:
 - 1. Initial a request for activities two (2) times per year and provide event organizers with an Event Checklist as defined by the TITF Events Support Work Group.
 - 2. Two (2) times per year, with County's Project Manager, and TITF Events Support Work Group, assess which events are to be prioritized each month. Additional events which request assistance shall be prioritized after the approved list with direction from County, pending sufficient resources.
 - 3. Contractor shall coordinate with local businesses in consultation with Los Alamos Chamber and Los Alamos MainStreet to promote the event and make event participants feel welcome.
 - 4. Contractor shall provide the following marketing services to event coordinators that provide event details including, date, location, contact points, and registration links in a timely manner.
 - a. Event listing on newmexico.org.
 - b. Featured event listing on fylosalamos.com Community Calendar.
 - c. Welcome banner ads for groups.
 - d. Featured event listing on visitlosalamos.org.
 - e. Posters displayed in Contractor-managed kiosks.
 - f. Distribution of posters via volunteers or other groups or individuals.
 - g. Digital posters on Los Alamos Live community screens.
 - h. Two (2) to three (3) promotional Facebook posts on the Discover Los Alamos Facebook page, as well as coordination with Los Alamos MainStreet and other businesses and attractions that pertain to the event.
- iii. Contractor shall assist event organizers with Los Alamos information for their event participants, including Visitor Guide mailings to event-provided mailing lists, assembled welcome bags for event participants, and facilitation of business partnerships, pending business cooperation.
- b. **Group Marketing.** Contractor shall provide a plan for proactively identifying, communication with, promoting and delivering services to tour operators, meeting planners, and LANL divisions and associations. This outreach plan, which could include hosting familiarization (FAM) tours and other hospitality functions, shall be reviewed annually with the County's Project Manager in consultation with the County's Tourism Marketing Services provider to ensure coordination with marketing focus areas.

- c. **Support, Partnership and Grant Activities.** Contractor shall support these initiatives as follows:
 - i. **Support Destination Development Projects.** Contractor shall support County with input regarding Visitor Services, the White Rock Visitor Center Refresh, the White Rock Visitor Center Restrooms and Vendor Pad Design/Build, and Wayfinding Implementation projects.
 - ii. **Participation in Partnership Activities.** Contractor shall collaborate with County on strategic tourism plans, programs, and partners to ensure coordinated, consistent, quality implementation, and assessment of tourism/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.
 - iii. **Grant Program Applications.** Contractor shall coordinate with County's Project Manager, the Tourism Marketing Services contractor and grant program source organizations on grant applications, submittals, execution, and reimbursement submittals as mutually agreed upon by County and Contractor. Grant applications that involve the County in any way must be approved by County prior to application submission.

7. Metrics and Measures. Contractor shall collect data, provide the following reports, and attend scheduled meetings as defined below.

- a. **Management Plan.** Contractor shall provide County a management plan within forty-five (45) days of the Effective Date of this Agreement, and an update for each subsequent year of the Agreement. The plan development shall include an interview with the County Project Manager to inform Contractor on the specifics required for the following areas:
 - i. Facility Interpretation, Operations and Maintenance
 - ii. Customer Service (staffing and training)
 - iii. Target Operations, including but not limited to local business marketing support and Bandelier Shuttle Service.
- b. **Visitor Information Delivery and Management Plan.** Contractor shall provide reporting on visitor material usage by location no less than one (1) time per month.
- c. **Tourism Data Reporting.** Contractor shall coordinate with the County's Tourism Marketing Services contractor, supplying data pertinent to a Tourism Data Audit and Assessment Report, the Assessment Report is a deliverable of the Tourism Marketing Services provider. Beginning fiscal year 2023, annually, Contractor shall provide the updated data report to the Tourism Marketing contractor by September 1. Data collected shall align with data collected and reported by the New Mexico Tourism Department and the New Mexico Hospitality Association, and shall include, but is not limited to:
 - i. Number of visitor inquiries in person, by telephone, through the Internet, and through other visitor request venues, including reader response cards.
 - ii. Information about the visitors, including their groups, places of residence and origin, reasons for visiting, what media they used to plan their trip, whether or not a first-time visitor, mode of transportation, and any other metrics Contractor deems relevant for this purpose.
 - iii. Internet activity reports generated by Contractor from the official tourism website.

- iv. Number of official Visitor Guides distributed to identified distribution points in Los Alamos at the County-owned Visitor Centers and kiosks, the region, and statewide/state-operated visitor centers and kiosks, and additional data to include observed trends regarding most popular materials and locations.
- v. 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).
- vi. Contractor shall demonstrate a high level of effort made to obtain reporting data from area tourism attractions listed above, however, it is recognized that acquisition of monthly data is subject to a source organizations' ability and willingness to provide the requested data.
- d. **Visitor Trends Reports.** Contractor shall prepare and present monthly reports on all designated visitor data obtained. Contractor shall summarize and present the data collected in a monthly report, using a form conducive to trend analysis and that is agreed to by County. These monthly reports shall provide the County's Project Manager answers at-a-glance to questions including but not limited to:
 - i. How many visitors did we get this month compared to the same time last year?
 - ii. How do the County's visitor statistics during the last three (3) months compare to the surrounding attractions' statistics during the same timeperiod?
 - iii. What are the places of origin of the visitors to Los Alamos County visitor centers and attractions as identified by the data collected?
- e. **Year in Review Report.** Prepare and present an annual report during the fourth quarter of each fiscal year. The report shall provide the following information:
 - i. Aggregated, year-over-year, trend data and assessment contributed to the Data Report for each visitor center and for monitored attractions in a format that provides a return on investment ("ROI") analysis and can be readily interpreted by the County Council and the general public.
 - ii. Contractor's self-evaluation of its 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. The County's Project Manager shall conduct two (2) evaluation meetings during the first year of this Agreement. For subsequent years, the evaluation meetings may be decreased to annually, as determined by County.
 - iii. Analyze event metrics (including attendance) as well as media utilized to promote various events.
- f. **Scheduled Meetings and Presentations.** Contractor shall attend and coordinate the meetings as defined below.
 - i. **Client Coordination Meetings:** Contractor shall meet (in person or remotely) with the County Project Manager to discuss contract management and any issues on a biweekly or as needed basis.

- ii. **LTAB or Tourism Implementation Task Force Meetings (monthly).** Contractor shall prepare Monthly Visitor Trends Reports (See 7.d. 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 strategies.
- iii. **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.
- iv. **Strategic Planning Session(s):** As part of a strategic planning process or Agreement renewal, Contractor shall participate in up to two (2) strategic planning sessions with County, the Tourism Marketing Services contractor, and LTAB and/or Tourism Implementation Task Force. The dates for the strategic planning sessions shall be provided in writing by County's Project Manager, generally in conjunction with the development of the annual marketing plan, in the Fall of each year and at the end of the fiscal year.
- v. **Project Coordination Meetings:** Contractor shall meet with the Tourism Marketing Services Contractor and/or other tourism partners by phone or in person, at an average of 1-2 times per month with an average meeting time of 1.0 hour excluding travel time, as needed, in support of Destination Development and Marketing initiatives.

8. Other Products and Services

- a. **Customer Services Upgrades.** Contractor shall invest in products and services that increase efficiencies for staff and volunteers and improve the visitor experience such as, but not limited to one-time purchase of a credit card terminal and reader to enable the White Rock Visitor Center staff to more efficiently process Bandelier National Park passes for visitors at the WRVC, facilitating quality, customer-centric service.
- b. **Visitor Displays & Exhibits.** Contractor shall upgrade the LA Live Display by providing monitors mounted on the walls at each visitor center to run static ads promoting local businesses and events.
- c. **Data Products and Services.** Contractor shall provide additional data collection and monitoring to complement and inform the tourism data tool developed and managed by the tourism marketing services contractor, (i.e., monthly collection and reporting of aggregated occupancy rates for the three major hotels in Los Alamos, broken out by daily occupancy, pending completed memorandums of understanding (MOUs) with general managers).

SECTION B. TERM: The term of this Agreement shall commence January 5, 2022, and shall continue through January 4, 2029, 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 TWO MILLION TWENTY-NINE THOUSAND NINE HUNDRED TWO DOLLARS AND SIXTY-FOUR CENTS (\$2,029,902.64), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). 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.

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) 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:

Kelly Stewart, Marketing Associate
Incorporated County of Los Alamos
1000 Central Ave, Suite 150
Los Alamos, New Mexico 87544

Contractor:

Lauren McDaniel, Executive Director
Los Alamos Commerce &
Development Corporation
190 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. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. 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.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

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: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____
LAUREN MCDANIEL **DATE**
EXECUTIVE DIRECTOR

Exhibit "A"
Compensation Rate Schedule
AGR22-39

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Meetings and Presentations	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26	\$1,738.91	\$1,791.08
Visitor Center Operations and Staffing - High Tourist Season (includes Plans and Reports, and Website Maintenance costs)	\$96,500.00	\$99,395.00	\$102,376.85	\$105,448.16	\$108,611.60	\$111,869.95	\$115,226.05
Visitor Center Operations and Staffing - Low Tourist Season (includes Plans and Reports, and Website Maintenance costs)	\$121,538.00	\$125,184.14	\$128,939.66	\$132,807.85	\$136,792.09	\$140,895.85	\$145,122.73
Facilities Supplies and Service Cost	\$34,557.00	\$35,593.71	\$36,661.52	\$37,761.37	\$38,894.21	\$40,061.03	\$41,262.87
Event and Group Marketing Services	\$3,855.00	\$3,970.65	\$4,089.77	\$4,212.46	\$4,338.84	\$4,469.00	\$4,603.07
Visitor Material Distribution and Management	\$3,050.00	\$3,141.50	\$3,235.75	\$3,332.82	\$3,432.80	\$3,535.79	\$3,641.86
Other Proposed Products and Services		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total	\$261,000.00	\$273,830.00	\$281,894.90	\$290,201.75	\$298,757.80	\$307,570.53	\$316,647.66
TOTAL NOT TO EXCEED AMOUNT							\$2,029,902.64

Exhibit "B"
COUNTY OWNED VISITOR INFORMATION KIOSKS
AGR22-39

Locations	Visits Per Month
Los Alamos Visitor Center Inside	Daily
Los Alamos Visitor Center Outside (24/7 wall unit)	Daily
White Rock Visitor Center Inside	Daily
White Rock Visitor Center Outside (24/7 wall unit)	Daily
Historic Portrait Gallery	Weekly
Holiday Inn Express	Weekly
Comfort Inn & Suites	Weekly
Bradbury Science Museum	Weekly
Hampton Inn	Weekly
Metzger's Do It Best Los Alamos	Weekly
Metzger's Do It Best White Rock	Weekly
Fuller Lodge Art Center (wall unit)	Weekly
Aquatic Center	Weekly
Municipal Building Lobby	Weekly
projectY	Weekly
Los Alamos Airport	Weekly
Fuller Lodge Lobby (existing kiosk)	Weekly
Main Gate Park Outside (24/7 wall unit)	Weekly
Los Alamos History Museum (existing kiosk/walking tour maps)	Weekly
Los Alamos Golf Course	Every 2 Weeks
Los Alamos Nature Center (existing kiosk)	Every 2 Weeks
Hot Rocks Java Café (wall unit)	Monthly
LANL Oppenheimer Center	Monthly
LANL Oppenheimer Center - EasyIT (table unit)	Monthly
LANL Oppenheimer Center - Main Desk (table unit)	Monthly
LANL Otowi Building	Monthly
Central/Muni	Monthly
Central/Bradbury	Monthly
Central/Post Office	Monthly
Central/Ashley Pond	Monthly
Pajarito Mountain	Monthly
Bandelier Shuttle Stop	Monthly
Bandelier National Monument (pending future location)	
Valles Caldera National Preserve (pending future location)	