

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

This **AMENDMENT NO. 1** (this "Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Virtue & Najjar, PC**, a New Mexico professional corporation ("Contractor"), to be effective for all purposes July 1, 2018.

**WHEREAS**, County and Contractor entered into Services Agreement No. AGR16-4270, dated August 26, 2015 (the "Agreement"), for legal services as requested by the County Attorney in connection with County's utilities operations, including but not limited to, regulatory proceedings before the Utility Division of the New Mexico Public Regulation Commission, representation in fuel supply and utility rate and regulation matters, advice and legal counsel in matters related to financing, advice, legal counsel in matters involving the New Mexico Environment Department, and generally in all legal matters related to the operation of a utility; and

**WHEREAS**, the Services are ongoing and County and Contractor wish to extend the Term and the Compensation of the Agreement; and

**WHEREAS**, this Amendment was approved by the Board of Public Utilities at a public meeting held on March 21, 2018, and approved by the County Council at a public meeting held on April 3, 2018.

**NOW, THEREFORE**, for good and valuable consideration, Contractor and County 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 August 26, 2015, and shall continue until June 30, 2021, unless sooner terminated, as provided herein.

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

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the period commencing July 1, 2018 through June 30, 2021, for a total of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) for the entire term of the Agreement, including this extension, including reimbursable expenses, but which amount does not include applicable New Mexico Gross Receipts Taxes (NMGR). Compensation for Services and reimbursable expenses shall be paid in accordance with Exhibit "A," attached hereto and made a part hereof for all purposes.

**2. Monthly Invoices.** Contractor shall submit monthly invoices to the County Attorney. Invoices shall provide a detailed description of services provided each day; the amount of time spent by Contractor on a daily basis; the hourly rate; the total number of hours spent in

providing the service; the amount of compensation for services; itemized reimbursable expenses, if any, and the total of such expenses; the amount of any New Mexico gross receipts taxes; and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**3. To remove Exhibit "A", Compensation Rate Schedule**, in its entirety and replace it with the amended Compensation Rate Schedule attached hereto as Exhibit "A".

Except as expressly modified by this Amendment No. 1, 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**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**TIMOTHY A. GLASCO, P.E.** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**VIRTUE & NAJJAR, PC, A NEW MEXICO**  
**PROFESSIONAL CORPORATION**

\_\_\_\_\_  
**DANIEL A. NAJJAR, PRESIDENT** **DATE**

Exhibit "A"  
Compensation Rate Schedule  
AGR16-4270-A1

Fees for Services shall be based on time actually spent rendering Services satisfactory to County at the following hourly rates:

Richard L.C. Virtue	\$197.00
Daniel A. Najjar	\$197.00
Paralegal	\$ 85.00
Of Counsel Lawyers	\$185.00 with approval of the County Attorney
Associate Lawyers	\$145.00 with approval of the County Attorney

Reimbursable expenses shall be limited to and paid at the following rates:

- Commercial Messenger/Delivery Services – Actual Charge
- Facsimile – Actual Phone Charge
- Photocopies - .10 per copy or actual costs for large copying projects completed outside the Contractor's Office
- LEXIS, WESTLAW, DIALOG, NM Legal Net Computerized Legal Research – Actual cost with approval of the County Attorney
- Long Distance Telephone Calls – Actual Cost
- Postage – Actual out-of-the ordinary postage costs (i.e., federal express or similar express mail)
- Travel Costs – Actual Cost