

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 16-033**

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 **Pajarito Environmental Education Center**, a New Mexico no-profit corporation ("Contractor" or "PEEC"), to be effective for all purposes January 8, 2019.

**WHEREAS**, County and Contractor entered into Agreement No. AGR16-033, dated February 5, 2016, to expand and realize the Water and Energy Conservation Program in the community of Los Alamos County; and

**WHEREAS**, the Board of Public Utilities approved this Amendment at a public meeting held on December 18, 2019; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on January 7, 2020; and

**WHEREAS**, the services are ongoing, and County and Contractor would like to extend the term of the contract and increase the compensation, which was contemplated in the RFP.

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

- I. To remove **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B TERM:** The term of this Agreement shall commence February 5, 2016, and shall continue through February 4, 2023, unless sooner terminated, as provided herein.

- II. To remove **SECTION C. COMPENSATION** in its entirety and replace it with the following:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$399,000.00), for the term of this Agreement and 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.

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**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

**BY:** \_\_\_\_\_  
**PHILO S. SHELTON, III, P.E.** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**PAJARITO ENVIRONMENTAL EDUCATIONAL CENTER,**  
**A NEW MEXICO NO-PROFIT CORPORATION**

**BY:** \_\_\_\_\_  
**Katie Bruell** **DATE**

Exhibit "A"  
Compensation Rate Schedule  
AGR16-033-A1

Educator: \$40.00 per hour  
Siobhan Niklasson  
Denise Matthews  
(Additional Educator staff to be determined.)

Program Organizer: \$40.00 per hour  
Jonathan Creel

Student Intern: \$20.00 per hour  
(To be determined.)

*Educator and Program Organizer rates are subject to an increase of 3% at the beginning of each contract year, however Contractor shall not exceed the total allowed compensation under the Term of the agreement.*