

**AMENDMENT NO. 4
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 20-28**

This **AMENDMENT NO. 4** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Sancre Productions LLC**, a New Mexico limited liability company ("Contractor"), collectively (the "Parties") to be effective for all purposes October 9, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR20-28 on December 18, 2019, Amendment No. 1 AGR20-28-A1, dated May 26, 2020, Amendment No. 2 AGR20-28-A2, dated March 10, 2021, and Amendment No. 3 AGR20-28-A3, dated October 1, 2023 (as amended, the "Agreement") for Production of the Los Alamos Summer Concert Series; and

WHEREAS, Contractor is separately contracted to provide entertainment services for the County's July 4th event under Agreement AGR22-51, and Contractor and County wish to remove a concert on this date from the 2025 Concert Schedule, in order to provide it under AGR22-51, and replace the July 4th Summer Concert with an event to be held on September 5, 2025; and

WHEREAS, the Agreement allows for increased compensation as stated in Exhibit A1: "With Council approval during annual budget hearings for fiscal years 2021 through 2024, and possible extension periods through 2027, Council may increase the budget for this Agreement. If an increase to the budget for this Agreement is not approved by Council, there shall be no budget increase for this Agreement for that year. Any subsequent increases will be calculated from the current compensation amount, regardless of whether the previous year increased or not."; and

WHEREAS, during the County Council budget hearings, the Community Services Department requested an increase to the budget which funds the Summer Concert Series; and

WHEREAS, County Council has approved an increase to the budget for Community Services Department each year beginning in fiscal year 2022 through fiscal year 2025 which includes funds for the Summer Concert Series; and

WHEREAS, beginning in Fiscal Year 2022, Community Services Department staff approved invoices for a higher amount which reflected the Council-approved annual budget increase rather than the Compensation stipulated in the Agreement, and

WHEREAS, an Amendment was never issued to revise and increase the Compensation in AGR20-28 through approval by County Council as described in the Agreement; and

WHEREAS, in accordance with Section 31-232(c) of the County Procurement Code, the Chief Purchasing Officer, after consultation with the County Attorney, has determined, based on the information provided by the user department, that neither the Contractor nor the County has acted fraudulently or in bad faith; and

WHEREAS, the Services are ongoing, and County and Contractor also wish to extend the term as allowed for in the original terms of the Agreement; and

WHEREAS, the County Council now ratifies and affirms the payment of additional compensation in excess of the not to exceed amount of the Agreement as it is in the best interests of the County, at a public meeting held on October 8, 2024; and

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

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

SECTION B. TERM: The term of this Agreement shall commence December 18, 2019, and shall continue through September 30, 2026, unless sooner terminated, as provided herein.

- II. 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 performance of the Services, including all possible extensions, in an amount not to exceed FIVE HUNDRED EIGHT THOUSAND EIGHT HUNDRED TWENTY-FOUR AND 46/100 DOLLARS (\$508,824.46), which amount does not include applicable NMGR. Compensation shall be paid in accordance with the rate schedule set out in Exhibit A-2, attached hereto and made a part hereof for all purposes.

- a. Up to 40% of the contractual total for the concert season year may be billed to County by Contractor prior to first concert and after coordination services (pre-planning, marketing, and contracting of concert performers) for the series have taken place.
- b. Remaining compensation due shall be paid evenly across each scheduled performance as listed in the County-approved "Upcoming Season Plan" after successful completion of each performance and receipt of invoice from Contractor to County.

2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section C(1) herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount, inclusive of reimbursable expenses and additional and optional services, is not a just and lawful debt payable to Contractor.

3. **Invoices.** Contractor shall submit itemized 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.

- III. Delete **Exhibit A1, Compensation Rate Schedule** in its entirety and replace it with **Exhibit A-2 Compensation Rate Schedule**, attached hereto and made a part hereof for all purposes.

- IV. Delete **EXHIBIT B, Los Alamos Summer Concert Series** in its entirety and replace it with Exhibit B-1, **Los Alamos Summer Concert Series**, attached hereto and made a part hereof for all purposes.

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. 4 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: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SANCRE PRODUCTIONS LLC, A NEW MEXICO
CORPORATION

BY: _____
PABLO IRLANDO-WILDMAN **DATE**
CEO

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EXHIBIT A-2
AGR20-28-A4
Compensation Rate Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Contract Year Dates	12/18/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2021-9/30/2022	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025	10/1/2025-9/30/2026
ANNUAL COMPENSATION AMOUNT	\$68,400.00	\$69,768.00	\$70,263.00	\$73,806.46	\$74,038.36	\$75,519.13	\$77,029.51

Years 1 – 4 reflect the actual invoiced amount for Services, exclusive of NMGR for services rendered by Contractor. Years 5, 6, and 7 reflect a 2% increase calculated based on a year over year 2% increase from the Year 2 Amount.

**Exhibit B-1
AGR20-28-A4**

Los Alamos Summer Concert Series Dates 2020-2026

LOS ALAMOS SUMMER CONCERT SERIES 2020-2023		renewal years 2024-2026
2020 EVENTS	Mem. Day Weekend 5/22/2020	Mem. Day Weekend 5/24/2024
	5/29/2020	5/31/2024
	6/5/2020	6/7/2024
	6/12/2020	6/14/2024
	6/19/2020	6/21/2024
	6/26/2020	6/28/2024
	7/3/2020	7/5/2024
	7/10/2020	7/12/2024
	7/17/2020	7/19/2024
	7/24/2020	7/26/2024
	7/31/2020	8/2/2024
	8/7/2020	8/9/2024
	8/14/2020	8/16/2024
	8/21/2020	8/23/2024
	8/28/2020	Labor Day Weekend 8/30/2024
2021 EVENTS	5/21/2021	
	Mem. Day Weekend 5/28/2021	
	6/4/2021	
	6/11/2021	
	6/18/2021	
	6/25/2021	
	7/2/2021	
	7/9/2021	
	7/16/2021	
	7/23/2021	
	7/30/2021	
	8/6/2021	
	8/13/2021	
	8/20/2021	
	8/27/2021	
2022 EVENTS	5/20/2022	Mem. Day Weekend 5/23/2025
	Mem. Day Weekend 5/27/2022	5/30/2025
	6/3/2022	6/6/2025
	6/10/2022	6/13/2025
	6/17/2022	6/20/2025
	6/24/2022	6/27/2025
	7/1/2022	7/11/2025
	7/8/2022	7/18/2025
	7/15/2022	7/25/2025
	7/22/2022	8/1/2025
	7/29/2022	8/8/2025
	8/5/2022	8/15/2025
	8/12/2022	8/22/2025
	8/19/2022	Labor Day Weekend 8/29/2025
	8/26/2022	9/5/2025
2023 EVENTS	Mem. Day Weekend 5/26/2023	
	6/2/2023	
	6/9/2023	
	6/16/2023	
	6/23/2023	
	6/30/2023	
	7/7/2023	
	7/14/2023	
	7/21/2023	
	7/28/2023	
	8/4/2023	
	8/11/2023	
	8/18/2023	
	8/25/2023	
	Labor Day Weekend 9/1/2023	
2024 EVENTS		Mem. Day Weekend 5/22/2026
		5/29/2026
		6/5/2026
		6/12/2026
		6/19/2026
		6/26/2026
		7/3/2026
		7/10/2026
		7/17/2026
		7/24/2026
		7/31/2026
		8/7/2026
		8/14/2026
		8/21/2026
		8/28/2026