



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 **The Family YMCA**, a New Mexico non-profit corporation ("Contractor"), to be effective for all purposes July 1, 2018.

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. 18-24 (the "RFP") on December 3, 2017, requesting proposals for Recreation and Social Services for FY2019 - 2021, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated January 11, 2018 ("Contractor's Response") which is incorporated herein by reference for all purposes; 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 June 26, 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:

A. Contractor shall operate and staff the Teen Center in the County-owned facility located at 475 20th Street, Los Alamos, New Mexico 87544 ("Facility"), as follows:

1. Operate and staff the teen center for teens in Los Alamos. This facility shall primarily be for teens, ages 13-18, living or attending school in Los Alamos County. Hours of operation during the school year shall be 12:00 p.m. to 8:00 p.m. Monday through Thursday, 12:00 p.m. to 11:00 p.m. on Fridays, 1:00 p.m. to 11:00 p.m. on Saturdays, and closed on Sundays and national holidays. School break hours may be longer. Any requests for changes to the hours shall be submitted in writing by the Contractor to the County Manager or designee, and County approved changes to hours of operation shall be posted on social media and flyers by Contractor with at least one (1) week notice. All determinations regarding the hours of operation shall be made in writing by the County Manager or designee.
2. Provide a supervision in accordance with YMCA guidelines a safe, comfortable, drug-free and alcohol-free environment with game tables, TVs, books, magazines, and wireless

internet access for teens to drop-in, socialize, do homework, hang-out, play games, and use computers. Contractor shall follow the Los Alamos Teen Center policies and procedures, including compliance with the "code of conduct" and discipline policies.

3. Provide fun, healthy and stimulating activities and opportunities within the facility that serve as alternatives to drugs, alcohol, theft, and vandalism.
4. Provide a variety of programs, workshops, or classes that help teens develop a positive inventory of skills and experiences, promote self-development, healthy lifestyles, career planning, and encourage community service and volunteerism.
5. Operate a snack bar, coffee bar or café at the Teen Center that offers modestly-priced food, pre-packaged or prepared on-site, and provide the staff to operate it. All food and beverages shall be prepared and served in a manner that is fully compliant with New Mexico Food Service Regulations and any and all other applicable laws and regulations.
6. Provide opportunities for youth and adult feedback and input regarding the youth facility/teen center programs or services, and incorporate this information into the design and implementation of new and existing programs and services.
7. Coordinate at least four (4) programs/events/activities, during each County fiscal year, with County's Parks, Recreation and Open Space Division staff or other youth-serving community organizations as a means of reducing duplication of services and/or increasing opportunities for youth ages 13-18. Other than the four programs/events or activities referenced in this Section, any activities/programs conducted away from the Facility are beyond the scope of this Agreement and the related costs shall not be reimbursed by County without prior written consent from County.
8. In the event of a cause for concern for a teen's well-being, Contractor shall coordinate and interact with local agencies who also serve the interests of teens in the community as needed and as appropriate. Potential partnering agencies include but are not limited to law enforcement, schools, parents, and licensed behavioral health providers.
9. Provide temporary rent-free space for behavioral health counseling provided by licensed and insured counselors, or in conjunction with the Los Alamos Public Schools, if community needs arise which require such programs and services outside the scope this Agreement. These services and programs plus the use of the space must be requested by Contractor in writing and approved by the County Manager or designee. Any users of the facility pursuant to this paragraph shall list Contractor as an additional insured on the user's insurance policy.
10. Provide custodial services, including supplies and all cleaning equipment. These supplies shall include, but not be limited to, paper products (such as, toilet paper, paper towels, feminine hygiene products, toilet seat covers), trash can liners, hand soap, and all cleaning products. Routine maintenance and repairs, including annual floor maintenance and exterior window cleaning for the Facility shall be provided by County. Contractor shall be responsible for interior window cleaning. The costs for custodial services and interior window cleaning shall be paid to Contractor on a reimbursable basis.

B. DELIVERABLES:

1. Quarterly progress reports covering services provided to County shall be submitted to the Community Services Department within thirty (30) days from the end of each quarter beginning July 1, 2018. The quarterly reports shall include, but not be limited to:
 - a. Evidence of Contractor's efforts to develop and market events, programs, and services over the quarter;
 - b. A description of the programs, workshops, or classes that have been held over the quarter with number of participants, as well as how participants believe they have been assisted in the development of skills and experiences, as well as how the programs, workshops or classes have promoted any or all of the following:
 - (1) Self-development and career planning,
 - (2) Community service and volunteerism, and
 - (3) Positive inventory or skills and experiences, including healthy lifestyle choices;
 - c. The level and results of Contractor's collaboration and coordination efforts with other community service providers and volunteers, including a description of any collaboration/coordination efforts required due to a cause for concern for a teen's well-being;
 - d. Measures and outcomes of Contractor's programs and services, as well as how Contractor gathered data, and monitored and evaluated their performance and effectiveness;
 - e. A summary of opportunities provided for participant input and feedback, as well as a summary of the feedback;
 - f. A description of any changes in services or programs made based on participant input, along with Contractor's plans for incorporating feedback into the design and implementation of new and existing programs and services;
 - g. A summary of Contractor's coordination efforts and progress made toward coordinating at least four (4) programs, events, or activities with County's Parks, Recreation and Open Space Division staff or other youth-serving community organizations;
 - h. If requested by County, Contractor shall provide their policies, operations and procedures manuals, as well as any guidelines for the operation of a Teen Center or programs associated with the scope of services, including any amendments, revisions, additions, or corrections made to such documents during the term of the contract;
 - i. Annual financial review or audit and other financial information regarding the use of county funding, including but not limited to a listing of furniture, fixtures and equipment ("FFE") purchased with County funds; and
 - j. A summary of Contractor's efforts to develop additional or alternative funding sources, including in-kind donations, grants, and fund-raising activities.

C. FACILITY

1. County shall provide Contractor with the exclusive use of upper and lower level rooms in the Los Alamos Community Building, 475 20th Street, Los Alamos, New Mexico, as shown by the cross-hatched areas in the diagram attached as "Exhibit B," attached hereto and made a part hereof for all purposes solely for the purpose of providing the Services during the term of this Agreement and for the uses indicated herein.
2. The Facility may occasionally be used by the Contractor for prevention activities in addition to the Services, including but not limited to, the annual Senior Appreciation Night activities.

3. County shall withdraw, at its sole discretion, the use of the Facility from Contractor with ninety (90) days advance written notice. At its sole discretion, County may designate, in writing, additional or substitute space for Contractor's use subject to the same right of withdrawal with notice. Any additional or substitute space assigned to Contractor shall be included in the term "Facility" for purposes of this Agreement. County may assign a different premises or space or relocate Contractor to another location within County facilities of similar square footage, if possible, based on the needs of County, with ninety (90) days written notice to Contractor.
4. Contractor shall not engage in, nor permit participants to engage in, activities for which the Facility are not designed. Provided the previous condition is met, classes or activities requiring the use of hand tools or tools used in making crafts such as woodworking, shall only be offered and supervised by persons licensed and qualified to teach the activity. Classes or activities requiring the use of commercial power tools are prohibited.
5. Unless County notifies Contractor in writing otherwise, Contractor, its employees, members, volunteers and activity patrons are granted non-exclusive rights to use, in common with others, the parking spaces, drives, walks, and entrance ways located on County property in which the Facility are located.
6. Contractor shall not permit anyone other than Contractor's employees, members, volunteers, contractors, agents and activity patrons to use the Facility, except as expressly provided in this section. Contractor shall not impose a charge for the use of the Facility or any part of the Facility by Contractor's employees, members, volunteers or activity patrons; provided however that nothing in this paragraph shall prohibit Contractor from offering classes or providing other activities contemplated hereunder, requiring payment for the class or activity, and paying an instructor, facilitator, or other person to run or manage the class or activity. With the express and specific prior written consent of County, Contractor may allow use of the Facility or a part thereof by one or more nonprofit entities, including Contractor, for fundraising purposes. Any request for the consent of County for these purposes shall include the name of the nonprofit entity; a description of the purpose for which the fundraiser will be held; a description of anticipated activities at the fundraiser; the number of likely visitors to the facility as a result of the activity; a description of how the community will benefit from the fundraiser or the activity for which funds will be raised; the particular space required; information regarding alternative locations for the fundraiser; and the duration of the fundraiser. Any costs associated with the fundraiser, including, without limitation, janitorial and setup costs, shall be paid in full by the nonprofit entity.
7. Contractor may allow retail sales out of a portion of the Facility only with the prior written express and specific consent of County. Should Contractor wish to allow any such use of a portion of the Facility, Contractor shall notify County at least thirty (30) days in advance of the proposed use and the notice shall include the name of the entity, entities or persons who will receive the proceeds; a description of how the retail sales support the purposes of this Agreement; a description of the community purpose for which the retail sales will be allowed and proposed restrictions on the use of the proceeds from the retail sales, if any; the number of likely additional visitors to the facility as a result of the retail activity; a description of how the community will benefit from the retail activity, the particular space required; information relating to alternative locations for the retail activity; and the duration of the retail activity. Any costs associated with retail activity, including, without limitation, janitorial and setup costs, shall be paid in full by Contractor. The retail use shall not commence unless and until County has authorized the use, and only to the extent and on

the conditions specified by County, in writing. In the event Contractor is engaging in retail activities in the Facility as of the effective date of this Agreement, Contractor shall provide such notice to County within ten (10) days after the commencement of this Agreement and the retail use shall continue without change until County responds in writing to approve, conditionally approve, or decline to approve such use. County is aware that Contractor intends to use a portion of the Facility to operate a snack bar for the benefit of the Teen Center participants. County agrees that Contractor may provide modestly priced pre-packaged food provided that the requirements of this paragraph are met and that Contractor shall prepare and serve food only in a manner that is fully compliant with New Mexico Food Service Regulations and any and all other applicable laws and regulations.

8. Contractor shall provide security and supervision of the Facility and portions of any related facilities assigned for Contractor's use.
9. Contractor shall be responsible for and pay any and all costs related to the installation, monitoring, and maintenance of any and all alarm systems required for Contractor's use of the Facility. Contractor shall be reimbursed for such expenses.
10. County shall provide all reasonable labor, services, supplies and materials required for the routine maintenance and repairs, including annual floor maintenance and exterior window cleaning. Contractor shall be responsible for interior window cleaning. The level of maintenance services deemed reasonable shall be the same level of service provided for other similar County facilities according to guidelines prepared annually by the County Facilities Division. Copies of the current guidelines shall be provided upon request.
11. County shall pay all reasonable charges for water, electricity, gas, sewer, refuse, and other utilities attributable to the Facility. Contractor shall be responsible for and pay any and all telecommunication charges and equipment, including installation, monthly charges or fees, cost of lines, phones, facsimile machines, cable TV, internet services, computers and all other related telecommunications equipment. Contractor shall not make arrangements for the installation of any telecommunications services, lines, or equipment without prior written consent from County. Contractor shall be reimbursed for such expenses.
12. The Facility may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County.
13. Contractor shall not make any alterations, additions or improvements to the Facility, or to any County property contained thereon, without the prior written consent of County. Title to all alterations, additions or improvements to the Facility shall vest in County, except as otherwise authorized in writing by County.
14. To protect the health and safety of the public or any person or persons using or occupying the Facility, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with its use of the Facility and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body.
15. Smoking and use of electronic cigarettes in the Facility is prohibited. It shall be the responsibility of Contractor to enforce this prohibition within the enclosed or public

premises used or occupied by Contractor during the performance of this Agreement in accordance with the provisions of the Code of the Incorporated County of Los Alamos.

16. County is the owner of any keys to the Facility or other space on County property and shall have the right to inspect the work and activities of Contractor in connection with its use of the Facility at such times and in such a manner as County deems reasonably appropriate. No keys to the Facility shall be provided by Contractor, or at the request of Contractor, to any other party and any individual authorized to have a key to the Facility shall maintain the key within his or her control at all times. Contractor is prohibited from copying keys to the Facility and a violation of this provision shall constitute grounds for immediate termination of this Agreement. Contractor may request from County keys to the Facility and provide those keys to individuals authorized to receive them in accordance with the County's approved Key Policy (the "Key Policy"). Contractor shall assure that all individuals responsible for keys issued to them comply fully with the Key Policy.
17. County shall provide space for one trifold brochure or third-cut cardstock (a "rack card") for Contractor in its designated brochure rack in the west vestibule of the Municipal Building located at 1000 Central Avenue, so that Contractor may promote its services or events. If Contractor wishes to utilize this option, a request for this space must be made to the Contract Manager upon signing this Agreement. If requested, County shall label the trifold slot in the rack with Contractor's name and keep that space open for Contractor's exclusive use. Other sizes of brochures, postcards or 8-1/2" x 11" flyers, business cards or other loose materials left on the counter top in the vestibule, or storing multiple brochures in the same rack slot shall not be permitted. For best visibility, the trifold brochure or rack card should be designed to display top half information with Contractor's name and service/location or event on the front, as it may be staggered in rows among other contractor brochures in the rack. County shall not store additional flyers for Contractor inside the vestibule storage space. County shall not display material to promote other individuals, groups or organizations affiliated with or sponsored by Contractor. If the space in the vestibule rack is requested and designated, but is consistently not used or kept re-stocked, County reserves the right to discontinue exclusive use of the space and the space shall return to County for its own use.
18. On a monthly basis, Contractor may promote one (1) event through its weekly "County Line" e-newsletter which is e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain time, date, location and either a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication in order for it to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text shall only be included once in the newsletter per event, and shall only promote events no more than fourteen (14) days prior to the start of the event. County shall not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for an additional (1) one-year period, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

For County Fiscal Year 2019, County shall pay compensation for the performance of the Services in an amount not to exceed proposed costs of TWO HUNDRED NINETY FOUR THOUSAND FORTY-ONE DOLLARS (\$294,041.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"), but does include reimbursable expenses and which shall be paid in accordance with the rate schedule attached hereto and made a part hereof for all purposes as "Exhibit A."

Total compensation for the performance of the Services for the County's Fiscal Year 2019 through Fiscal year 2021, with a possible extension for Fiscal Year 2022, shall not exceed the total amount of ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED SIXTY FOUR DOLLARS (\$1,176,164.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGRT") but does include reimbursable expenses in accordance with Exhibit "A", unless such compensation is adjusted via negotiations for Fiscal Years 2020 and 2021, and possible extension period for Fiscal Year 2022, as outlined below. Annual compensation for County Fiscal Years 2020 through 2021, with a possible extension for Fiscal Year 2022, as well as total compensation, shall be negotiated between Contractor and County. Such negotiated amount for each fiscal year and total compensation shall not exceed the amounts proposed in Contractor's Response.

2. Monthly Invoices. Contractor shall submit monthly invoices to County's Community Service Department showing amount of compensation due and the amounts spent for program expenses, including but not limited to, operating expenses and custodial expenses in accordance with Exhibit "A." Payment of undisputed amounts shall be due and payable within thirty (30) days from County's receipt of the invoice(s).

3. Furniture, Fixtures, Equipment and Software. Ownership of any durable capital asset (i.e. non-consumable asset), with a value of FIVE THOUSAND DOLLARS (\$5,000.00) or more documented by Contractor on an annual basis, purchased by County or by Contractor and reimbursed by County, shall revert to County upon expiration or other termination of this Agreement.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT 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 shall 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, except that this provision shall not apply in cases of gross negligence or willful misconduct of the County, its agents or employees.

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 reasonable costs and expenses, including reasonable attorneys' fees, of any kind or nature, arising from Contractor's actions or failures to act hereunder or breach hereof and the actions or failures of Contractor's employees, agents, representatives and subcontractors. Contractor shall not be required to indemnify, hold harmless or defend County, its Council members, employees, agents or representatives from the gross negligence or willful misconduct of any of the listed persons.

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 shall 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:

Community Services Director
Incorporated County of Los Alamos
1000 Central Avenue, Suite 310
Los Alamos, New Mexico 87544

Contractor:

Linda Daly, Chief Executive Officer
The Family YMCA
1450 Iris Street
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

THE FAMILY YMCA, A NON-PROFIT CORPORATION

BY: _____
LINDA DALY **DATE**
CHIEF EXECUTIVE OFFICER

Exhibit "A"
Compensation Rate Schedule
AGR18-24a

A. Program and Service Compensation:

For the period July 1, 2018 through June 30, 2019: Monthly payments shall be made for operating expenses including 20% overhead in a total annual amount not to exceed TWO HUNDRED NINETY FOUR THOUSAND FORTY ONE DOLLARS (\$294,041.00) payable in arrears. Annual compensation shall not exceed the amounts listed below for each County fiscal year by expense category. Contractor shall submit monthly invoices showing amounts due for program expenses, furniture, fixtures, equipment (FFE) and custodial expenses. FFE and custodial expenses shall be paid on a reimbursable basis. Contractor shall use the 20% overhead to cover the costs of: Administrative overhead (including YMCA employee standard/routine training, travel, and conferences), insurance, vehicle maintenance and fuel, accounting, payroll, Human Resources, YMCA national fees/dues, and legal expenses, and such costs shall not be reimbursed.

Total compensation for the performance of the Services for County's Fiscal Year 2019 through Fiscal Year 2021 with a possible extension for Fiscal Year 2022 shall not to exceed the amount of ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED SIXTY FOUR DOLLARS (\$1,176,164.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGRT") and does include reimbursable expenses in accordance with this Exhibit "A", unless such compensation is adjusted via negotiations for Fiscal Years 2020 and 2021, and possible extension period for Fiscal Year 2022, as outlined below. Annual compensation for County Fiscal Years 2020 through 2021, with a possible extension for Fiscal Year 2022, as well as total compensation, shall be negotiated between Contractor and County. Such negotiated amount for each fiscal year and total compensation shall not exceed the amounts proposed in Contractor's Response.

The total amount of compensation for the contract periods listed below shall not exceed the amount listed in each column. (Amounts from one contract period shall not carry over to the next period.)

For the Contract Period	General Operating plus 20% Overhead	Furniture, Fixtures and Equipment	Custodial	Total Compensation shall not exceed:
7/1/2018 through 6/30/2019	\$265,373.00	\$6,450.00	\$22,218.00	\$294,041.00
7/1/2019 through 6/30/2020	\$265,373.00	\$6,450.00	\$22,218.00	\$294,041.00
7/1/2020 through 6/30/2021	\$265,373.00	\$6,450.00	\$22,218.00	\$294,041.00
7/1/2021 through 6/30/2022	\$265,373.00	\$6,450.00	\$22,218.00	\$294,041.00

TOTAL	-	-	\$1,176,164.00
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- B. Indirect Compensation.** County shall provide use of the Facility with an estimated annual value inclusive of utilities, maintenance, and limited custodial care of the premises for a total estimated annual value of SEVENTY-ONE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$71,175.00).

Exhibit "B"
Floor Plan for Los Alamos Community Building, 475 20th Street, Los Alamos, NM
AGR18-24a

Upper Level

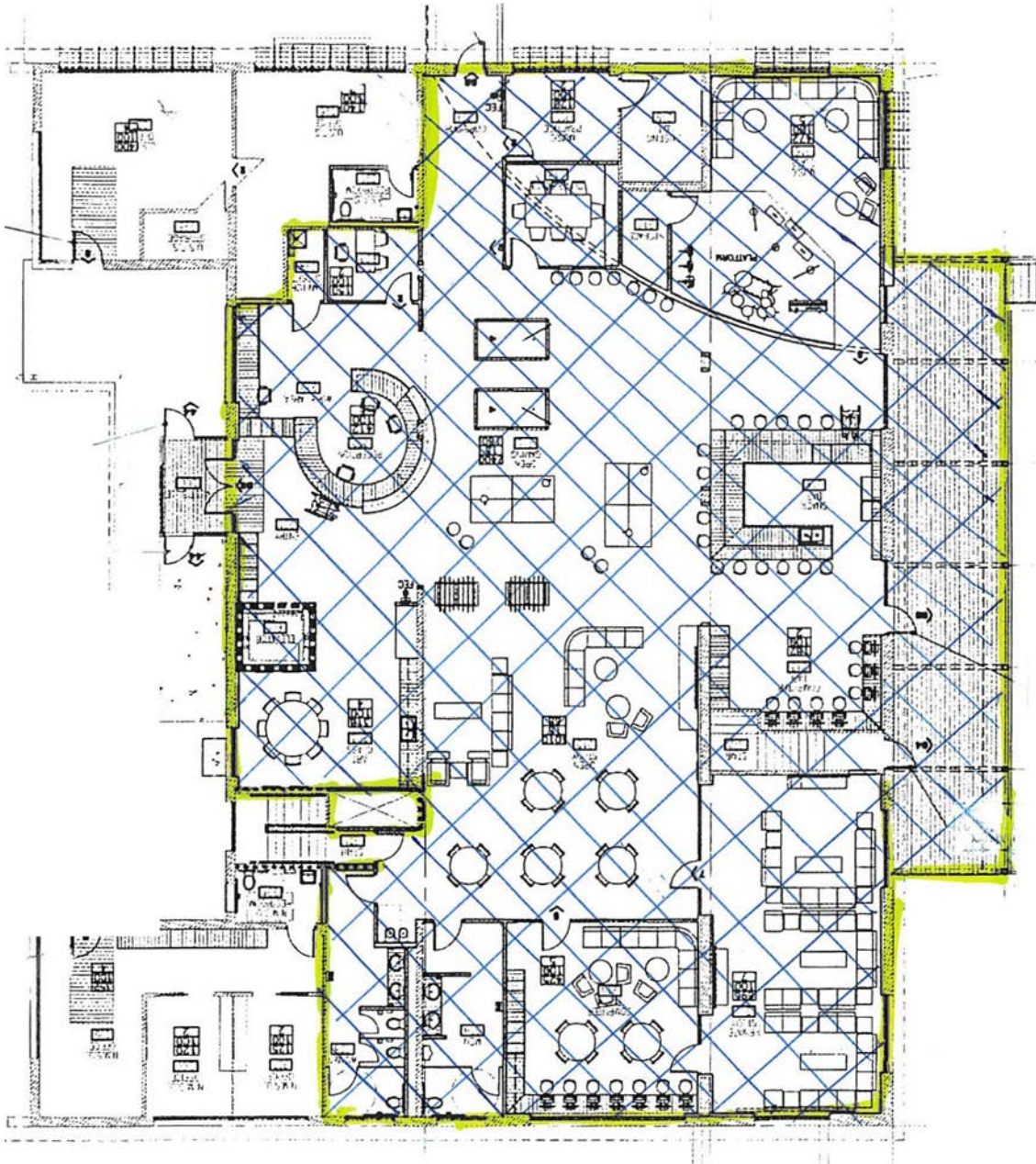


Exhibit "B"
Floor Plan for Los Alamos Community Building, 475 20th Street, Los Alamos, NM
AGR18-24a

Lower Level

