

AGR18-24a-A3

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR18-24a**

This **AMENDMENT NO. 3** 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, 2021.

WHEREAS, County and Contractor entered into Agreement No. AGR18-24a dated July 1, 2018, Amendment No. 1, AGR18-24a-A1 dated July 1, 2019, and Amendment No. 2, AGR18-24a-A2 dated August 7, 2020, (as modified, the "Agreement") for Operation and Staffing of the Teen Center; and

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

WHEREAS, on April 27, 2020, the Los Alamos County Council ("Council") approved an increase of budget in the amount of SIXTY- NINE THOUSAND DOLLARS (\$69,000.00), per year, for Fiscal Year 2021 and Fiscal Year 2022, for Operation and Staffing of the Teen Center; and

WHEREAS, Council's budget revision for general operating expenses in the amount of FIFTY-ONE THOUSAND SIX HUNDRED AND FIVE DOLLARS (\$51,605.00), furniture fixtures and equipment in the amount of FOUR THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$4,470.00), and custodial in the amount of TWELVE THOUSAND NINE HUNDRED AND TWENTY-FIVE DOLLARS (\$12,925.00) are within the scope of services defined in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to provide for the increase compensation as approved by Council in April 2020.

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

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

SECTION B. TERM: The term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2022, unless sooner terminated, as provided herein.

II. To delete paragraph 1. of **SECTION C. COMPENSATION** in its entirety and replace it with the following:

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 ("NMGR"), 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.

For County Fiscal Year 2020, County shall pay compensation for the performance of the Services in an amount not to exceed proposed costs of THREE HUNDRED FORTY-NINE THOUSAND FORTY-ONE DOLLARS (\$349,041.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"), 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."

For County Fiscal Year 2021, County shall pay compensation for the performance of the Services in an amount not to exceed proposed costs of THREE HUNDRED SIXTY-THREE THOUSAND FORTY-ONE DOLLARS (\$363,041.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"), 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."

For County Fiscal Year 2022, County shall pay compensation for the performance of the Services in an amount not to exceed proposed costs of THREE HUNDRED SIXTY-THREE THOUSAND FORTY-ONE DOLLARS (\$363,041.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"), 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 2022, shall not exceed the total amount of ONE MILLION THREE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS (\$1,369,164.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR") but does include reimbursable expenses in accordance with Exhibit "A". Annual compensation for County Fiscal Years 2019 through 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.

III. To delete Exhibit "A" in its entirety and replace with the revised Exhibit "A-3" attached herein to this Amendment No. 3.

IV. Add two (2) new Sections titled "X." and "Y."

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

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. 3 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

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Harry Burgess* 4/1/2021

HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

Kathryn S. Thwaites for

J. ALVIN LEAPHART
COUNTY ATTORNEY

THE FAMILY YMCA, A NON-PROFIT CORPORATION

BY: *Chris Daniels* 4/1/2021

CHRIS DANIELS **DATE**
DIRECTOR OF OPERATIONS & FINANCE