

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-925**

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 **RTDavis Artist, LLC**, a domestic limited liability company ("Artist"), to be effective for all purposes January 17, 2023.

WHEREAS, County and Artist entered into Agreement No. AGR22-925, on December 20, 2021, for the creation, delivery, installation and maintenance of art titled "The Industrial Machine" located at the Eco-Station Facility located at 3701 East Jemez Road; and

WHEREAS, due condition of the Sculpture, additional Services were necessary within the first year of the Agreement.

WHEREAS, the Services are ongoing, and County and Artist wish to amend the Compensation section of the Agreement to remove the limit of expenditures during the first three (3) years.

NOW, THEREFORE, for good and valuable consideration, County and Artist agree to amend the Agreement as follows:

- I. Delete **SECTION C. COMPENSATION, Subsection 1.**, 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 in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000.00), which amount does not include applicable New Mexico gross receipts taxes (NMGRT). Compensation shall be paid in accordance with the rate schedule below.

High-Lift Rental	Actual Cost	Lowest rate the artist can obtain for a maximum of a two-day rental, which shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).
Labor	\$60.00/hour	Not to exceed One Thousand Four Hundred Forty Dollars (\$1,440.00), without prior written consent from County.
Parts	Actual Cost	Not to exceed Six Hundred Dollars (\$600.00), without prior written consent from County.
Supplies	Actual Cost	Not to exceed Two Hundred Fifty Dollars (\$250.00), without prior written consent from County.

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: _____ **DATE**
STEVEN LYNNE
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

RTDAVIS ARTIST, LLC

BY: _____ **DATE**
ROBERT DAVIS
ARTIST