



## 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 **Los Alamos Retired and Senior Organization ("LARSO")**, a New Mexico non-profit organization ("Contractor"), to be effective for all purposes July 1, 2020.

**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. 20-42 (the "RFP") on January 16, 2020, requesting proposals for staffing and operating Senior Centers and Adult Day Care, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated February 11, 2020 ("Contractor's Response"); 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 9, 2020; 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:

#### 1. Contractor Services:

For each County fiscal year, Contractor shall provide equipment and personnel necessary to provide a senior citizens program as described herein for Los Alamos County residents, which shall, at a minimum, include the elements identified below. For the purposes of this Agreement, "Seniors" means Los Alamos County residents age fifty (50) and older.

**a. Recreational, educational, physical fitness, and social programs.** At a minimum, Contractor shall offer recreational, educational and social programs for Seniors, including but not limited to, pool, bridge, crafts, dance lessons, travel seminars, exercise programs, health information workshops, computer literacy classes, insurance workshops, theatre and art activities, at the times indicated and facilities identified below:

- (1) At the Betty Ehart Senior Center (the "Primary Facility"), Monday through Friday, at a minimum, from the hours of 7:30 a.m. to 4:30 p.m., and Saturdays, 10:00 a.m. to 1:00 p.m., excluding County holidays and Columbus Day ("Primary Facility Hours").
- (2) At the White Rock Senior Center, Monday through Friday at a minimum, from the hours of 10:00 a.m. to 4:00 p.m., Saturdays, 10:00 a.m. to 1:00 p.m., and Sundays 1:00 p.m. to 4:00 p.m., excluding County holidays and Columbus Day, ("White Rock Facility Hours").

- (3) County and Contractor may negotiate changes in hours or times on an as-needed basis.
- b. Transportation services.** Contractor shall manage a transportation program that includes, at a minimum, the following Services:
- (1) Within Los Alamos County: Contractor shall work collaboratively with Atomic City Transit to reduce duplication of senior transportation Services. Contractor shall provide the following transportation Services: Monday through Friday, 8:00 a.m. to 4:00 p.m., and on Saturday 8:00 a.m. to 4:30 p.m. for the following:
    - (a) For Seniors - medical appointments, shopping trips, Senior Center activities, personal needs of the Seniors, community events and activities.
    - (b) For Los Alamos County residents who are unable to drive for physical or mental reasons - on a space-available basis.
  - (2) Outside Los Alamos County: Contractor shall, from time to time, offer leisure or educational trips for groups of Seniors outside County limits. Contractor shall provide transportation for these trips.
- c. Meals.**
- (1) Contractor shall prepare and serve one (1) mid-day meal in a congregate setting at both the Primary Facility and White Rock Senior Centers Monday through Friday, excluding County holidays and Columbus Day, provided, however, that Contractor's obligation to provide meals shall be subject to availability of funding from sources other than County and availability of volunteer services for food service. Subject to availability, Contractor may provide meals on evenings and weekends, from time to time, upon request. Meals shall be made available to anyone wishing to be served, regardless of age. Contractor shall strongly encourage reservations. Individuals, regardless of age, who make reservations shall be served first. All others shall be served on a food available basis.
  - (2) Contractor shall provide one (1) mid-day home-delivered meal Monday through Friday, excluding County holidays and Columbus Day, to Seniors who are unable to travel to either the Primary Facility or White Rock Senior Center for congregate meals and who have requested meal delivery ("Home-bound Seniors"), subject to the same funding limitations set out in subparagraph c(1) above. Contractor shall provide one (1) additional meal to Home-bound Seniors on the serving day prior to any County holiday.
- d. Adult Daycare Program.** Contractor shall provide an adult day care and respite care program at the Primary Facility subject to the number of participants and availability of funding from sources other than County. The adult day care program shall be made available to participants who meet the eligibility criteria listed below in items 1-7 and as reasonably determined by Contractor. Contractor shall first provide services to those aged sixty (60) years of age and older and all others to the extent space is available as follows:
- (1) Residency in Los Alamos County or an adjoining county, but not in a nursing facility;
  - (2) At least eighteen (18) years of age;
  - (3) Needs supervision of daily activities, as determined from a review of physician and family reports, by Adult Protective Services, or based on home visits by Contractor;
  - (4) Ability to feed and toilet themselves with minimal assistance (persons suffering from incontinence are not accepted);
  - (5) Ability to eat independently;

- (6) Ability to participate in the program without exhibiting disruptive behavior (disruptive behaviors may include, without limitation, restlessness or wandering, and threatening or unsafe behaviors); and
- (7) Not eligible for other programs, including programs for the developmentally disabled.

**e. Additional services for Seniors.**

- (1) Contractor shall produce a monthly newsletter and distribute it to Members. A Member is any Senior aged fifty (50) and older who has completed a registration card and paid the required fee (not to exceed \$20.00 annually), except that seniors aged sixty (60) and older are not required to pay a fee.
- (2) Contractor shall disseminate information to the public regarding the Services provided by Contractor under this Agreement through use of the news media, a dedicated Senior Center website, and other appropriate means.
- (3) Contractor shall assist Seniors with questions regarding, and coordinate Services with, other community service agencies, such as Social Security, the Supplemental Nutritional Assistance Program ("SNAP", formerly food stamps), Medicare and Medicaid.
- (4) Contractor shall provide information, assistance, and guidance on an as-needed basis regarding health benefits, and other community programs, including referrals for legal advice.
- (5) Contractor shall provide independent living support Services for Seniors upon request, which may include, but not be limited to, daily telephone reassurance calls and chore services.
- (6) Contractor shall manage the Los Alamos Volunteer Association ("LAVA"), as authorized by the National and Community Service Trust Act of 1993, to provide varied volunteer community services.
- (7) Contractor shall collaborate with County departments and/or other community cultural or social service providers on a minimum of four (4) events, activities, or programs per fiscal year and Chair the Older Adults Services Network Subcommittee of the Los Alamos Community Health Council.
- (8) Contractor shall actively develop and/or solicit any additional funding sources for all senior services and programs. Contractor shall notify the County Contract Manager of application prior to applying and provide a copy of the grant application. Grant applications that involve County in any way must be approved by County prior to application submission.
- (9) As resources permit and with prior written permission from the Community Services Director, Contractor may provide additional, enhanced or improved Services, as Contractor finds appropriate, for Seniors. Enhanced or improved Services may include, without limitation, the extension of hours for which Services are provided.

**f. Fees for Services.** Contractor shall charge fees for Services, as follows. All fees and donations collected shall be used by Contractor to supplement, enhance or provide additional Services to seniors as follows. Other services provided to Seniors pursuant to this Agreement shall be provided without charge.

- (1) Transportation. Contractor shall charge fees for transportation within Los Alamos County provided, however, that Contractor shall not require Seniors aged sixty (60) and older to pay a fee, but may suggest that such Seniors make a monetary donation.
- (2) Meals. Contractor shall charge a fee for the cost of meals provided to anyone other than a Senior aged sixty (60) and older. Seniors aged sixty (60) and older shall not



be required to pay for meals provided by Contractor. Contractor may however, accept monetary donations for meals.

- (3) Adult Day Care. Contractor shall charge a fee cover the cost of Adult Day Care Service, except that Seniors aged sixty (60) and older shall not be required to pay for this service. Contractor may, however, accept monetary donations for this service. .

- g. Funding.** Contractor shall take actions reasonably necessary to secure donations and contributions from participants and others, including but not limited to, funding through the Area Agency on Aging, New Mexico Department of Health, New Mexico Department of Aging and Long-term Care, and volunteer services to support, enhance and improve the Services described in this Agreement and offered by Contractor at the Primary Facility and the White Rock Senior Center.

**2. Deliverables.** For each County fiscal year, Contractor shall provide:

- a.** An annual financial review performed by an independent party with acknowledged financial experience to include, at a minimum, all financial records relating to the Agreement period, and furnishing County with a copy of the first such review by September 30, 2020. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review. This provision shall survive termination of this Agreement.
- b.** Written reports, on forms provided by County, pertaining to each three (3) month period of the term of this Agreement beginning on July 1, 2020. The reports shall include financial information describing Contractor's use and expenditures of County funding and, at a minimum, summary information on:
- (1) The efforts undertaken and the results of Contractor's solicitation of meaningful participant input and/or feedback, and a demonstrated willingness to act on this information;
  - (2) The level of participation, reported by age, gender, and residence of the participants, in the various Services, programs, events, and other activities offered under this Agreement;
  - (3) The number and description of programs offered by Contractor to Seniors;
  - (4) The level and results of Contractor's collaboration and coordination of effort with other community service providers; and
  - (5) A description of Contractor's efforts to market and/or advertise events, programs and Services.

Contractor shall furnish these reports to County within thirty (30) days after the end of each reporting period.

- c.** Other information relating to the Senior Services program as may be requested in writing by County.
- d. Feedback.** Provide opportunities for feedback and input into programs, events and activities offered by Contractor through surveying, and incorporate the collected information into the design and implementation of new and existing programs.

**3. Premises.**

- a.** County shall provide Contractor with the use of the following County facilities (all hereinafter referred to as the "Premises") during the times and days and for the uses indicated below. This section is expressly made subject to County's right, in the event of a declared County emergency or as otherwise determined by County, to use the premises

assigned to Contractor for any County purpose during the time of emergency and recovery period. County reserves the right to enter the Premises for building maintenance and repair at such times and in such a manner as County deems necessary.

- (1) The Primary Facility, located at 1101 Bathtub Row, Los Alamos, New Mexico 87544. See "**Exhibit B**" (2 Pages), attached hereto and made a part hereof for all purposes. The Primary Facility is available for Senior programming, at a minimum, from the hours of 7:30 a.m. to 4:30 p.m. (Monday through Friday) and Saturdays from 10:00 a.m. to 1:00 p.m., excluding County holidays and Columbus Day. Note: The Los Alamos Senior Programs has regularly scheduled approximately 50% of weekday evenings and weekend hours, as reflected on the "**Exhibits B-1 and C-1**" attached hereto and made a part hereof for all purposes. County and Contractor may negotiate changes in hours or time on an as-needed basis.
  - (2) The White Rock Senior Center and the Meal Center located at 137 and 139 Longview, White Rock, New Mexico 87547. See "**Exhibit C**," attached hereto and made a part hereof for all purposes. The White Rock Senior Center and the Meal Center are available for Senior programming, at a minimum, from the hours of 10:00 a.m. to 4:00 p.m., Monday through Friday, excluding County holidays and Columbus Day; Saturdays, 10:00 a.m. to 1:00 p.m.; and Sundays 1:00 p.m. to 4:00 p.m. County and Contractor may negotiate changes in hours or time on an as-needed basis.
- b. If Contractor intends to use the Primary Facility or any other County facility during any hours other than the Primary Facility Hours or the White Rock Facility Hours, Contractor shall schedule such use of the facility in advance through the Fuller Lodge Reservation Office at (505)662-8405. Any such use shall be authorized only as permitted by, and subject to, the then-current edition of Incorporated County of Los Alamos Administrative Guideline #1735, "Use and Rental of County Buildings" and the rates for the category of "Indoor Rentals" shall be payable to County.
  - c. Primary Facility or the White Rock Facility shall be cleaned and vacated by Contractor by the scheduled times, including chair and table cleaning and take down, trash emptied, and floor cleaned. Common areas, including restrooms and lobby areas, shall be serviced by Contractor at the Primary Facility or County at the White Rock Facility, prior to closure of the facility for either a scheduled event or normal operating hours. The Primary Facility's computer training room, the kitchen and kitchen equipment shall be serviced by Contractor unless those rooms are used or rented out by County to someone other than Contractor.
  - d. Unless County notifies Contractor in writing otherwise, Contractor, its employees, members, volunteers and business patrons are granted non-exclusive rights to use, in common with others, the parking spaces, drives, walks, entrance ways and restrooms located on County property in which the Premises are located.
  - e. Contractor shall not permit anyone other than Contractor's employees, Members, volunteers and patrons to use the Premises; provided, however, that with the prior express and specific written consent of County, and subject to any conditions that may be imposed by County, Contractor may allow artists or Seniors to place artwork or crafts in the Primary Facility or the White Rock Senior Center for display and sale. Any such request for written consent shall include an expression of the public interest served by allowing such activities. Contractor may also resell, at cost, books used by a book club providing services to seniors.
  - f. Contractor shall provide security and supervision of the Premises and any other County facilities assigned for Contractor's use.
  - g. 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

Services. Any alterations to the Premises must be preapproved by County in accordance with subparagraph n. below.

- h. County shall provide reasonable labor, services, supplies, and materials required for the upkeep, maintenance, and repair of the Primary Facility and the White Rock Facility as identified below.

  - i. County shall provide janitorial services for the White Rock Senior Facility during Contractor's hours of operation.
  - ii. County shall provide janitorial services for the Primary Facility outside of Contractor's hours of operation for County-sponsored uses.
  - iii. Contractor is not responsible for custodial, janitorial or maintenance services at the Primary Facility or White Rock Facility during periods the same are used by someone other than Contractor, as may be authorized by County.
  - iv. County, its representatives and employees may enter upon the Premises and any other County facilities provided for Contractor's use pursuant to this Agreement at all reasonable times for purposes of completing custodial and janitorial services that are the responsibility of County, and any other upkeep, maintenance, repairs, alterations, or inspections as deemed necessary or desirable by County. Custodial and janitorial services provided by County shall be consistent with the level of service provided for other similar County facilities according to guidelines prepared annually by County Facilities Division.
  - v. County shall perform random inspections of the Premises and provide an inspection report to Contractor following said inspection. Inspections shall be performed at no less than monthly intervals.
  - vi. County shall be responsible for providing cleaning supplies and equipment, normally stocked in County warehouse, to Contractor. A list of supplies and equipment is available from the Los Alamos County Purchasing Agent. Only items from this list shall be provided to Contractor. No special orders shall be processed. County shall be responsible for providing cleaning supplies and equipment used by County during hours outside the Contractor's operating hours.
- i. County shall pay all reasonable charges for water, electricity, gas, sewer, refuse, and other utilities attributable to the Premises. County shall pay charges for broadband access, subject to available funds and to be separately negotiated as needed. Contractor shall be responsible for and pay any and all telecommunication charges (except if County has agreed to pay broadband access) 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 be responsible for and pay any and all telecommunications charges, including monthly charges or fees, cost of lines, and other associated charges for said services, and shall be responsible for maintenance and repair of telecommunication systems, including but not limited to the telephone system. Contractor shall not make arrangements for the installation of any telecommunications services, lines, or equipment without prior written consent from County.
- j. The Premises may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County. County may withdraw, at its sole discretion, the use of the Premises 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 become included in the term "Premises" as described in this Agreement upon the first day Contractor occupies or uses the substitute or additional space. County may assign a different premise or space or relocate Contractor

to another location within the County of similar square footage, if possible, based on the needs of County, with ninety (90) days written notice to Contractor.

- k. Contractor shall not make any alterations, additions or improvements to the Premises, or to any County property contained thereon, without the prior written consent of County. Title to all alterations, additions or improvements to the Premises shall vest in County, except as otherwise authorized in writing by County.
- l. To protect the health and safety of the public or any person or persons using or occupying the Premises, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with its use of the Premises and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body. Upon written request from the Contractor, or in the event of cancellation of Services by County or other applicable governing body, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted. Contractor shall make decisions regarding hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- m. Smoking and use of e-cigarettes in the building and on the Premises is prohibited. It shall be the responsibility of Contractor to reasonably 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.
- n. County is the owner of any and all keys to the Premises and other County facilities. No keys to the Premises shall be provided by Contractor, or at the request of Contractor, to any other party. Any individual authorized to have a key to the Premises shall maintain the key within his or her control at all times. Contractor is prohibited from copying keys to the Premises and a violation of this provision shall constitute grounds for immediate termination of this Agreement. Contractor may request from County keys to the Premises and provide those keys to individuals authorized to receive them in accordance with 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.
- o. County agrees to provide space for one (1) 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 will label the trifold slot in the rack with Contractor's name and keep that space open for its 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 restocked, County reserves the right to discontinue exclusive use of the space and the space shall return to County for its own use.
- p. On a monthly basis, County agrees to allow Contractor to 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.

4. **Vehicles.** Pursuant to the New Mexico Department of Aging, Long Term Services Capital Outlay Grant governing vehicles purchased solely for the Services provided herein, a separate vehicle use agreement shall be executed by the parties.

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2020, and shall continue through June 30, 2024, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

1. Total compensation for performance of the Services, during the initial term of this Agreement and any extensions shall not exceed THREE MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND FIFTY-EIGHT DOLLARS (\$3,585,058.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR"), and shall be paid in accordance with the compensation schedule (Exhibit "A"), attached hereto and made a part hereof for all purposes.
2. County shall provide use of the Premises with an estimated annual in-kind value of FOUR HUNDRED FOURTEEN THOUSAND THREE HUNDRED DOLLARS (\$414,300.00), plus utilities and maintenance of the Premises and janitorial care for after-hours use of the facility or County-sponsored use during normal senior center business hours, as in kind services with an estimated annual value of ONE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$147,100.00).
3. **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. Contractor shall submit backup documentation with monthly invoices that match amounts on invoice. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR 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 will 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 will 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 may 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.

**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 will 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) 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 costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**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 may 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 will 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:

Social Services Manager  
Incorporated County of Los Alamos  
1505 15<sup>th</sup> Street, Suite A  
Los Alamos, New Mexico 87544

Contractor:

Executive Director  
Los Alamos Retired & Senior Organization  
1101 Bathtub Row  
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.

**SECTION V. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION W. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in counterparts, each of which shall be deemed an original.

**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**

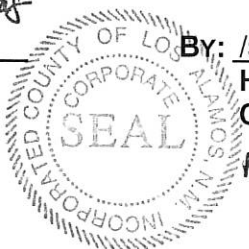
  
\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**By: /s/ HARRY BURGESS**

**6/10/20**

**HARRY BURGESS**  
**COUNTY MANAGER**

**DATE**



**Approved as to form:**

/s/ Katie Thwaites, for

**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**LOS ALAMOS RETIRED AND SENIOR ORGANIZATION,**  
**A NEW MEXICO NON-PROFIT ORGANIZATION**

**By: \_\_\_\_\_**

**NAME: \_\_\_\_\_**  
**EXECUTIVE DIRECTOR**

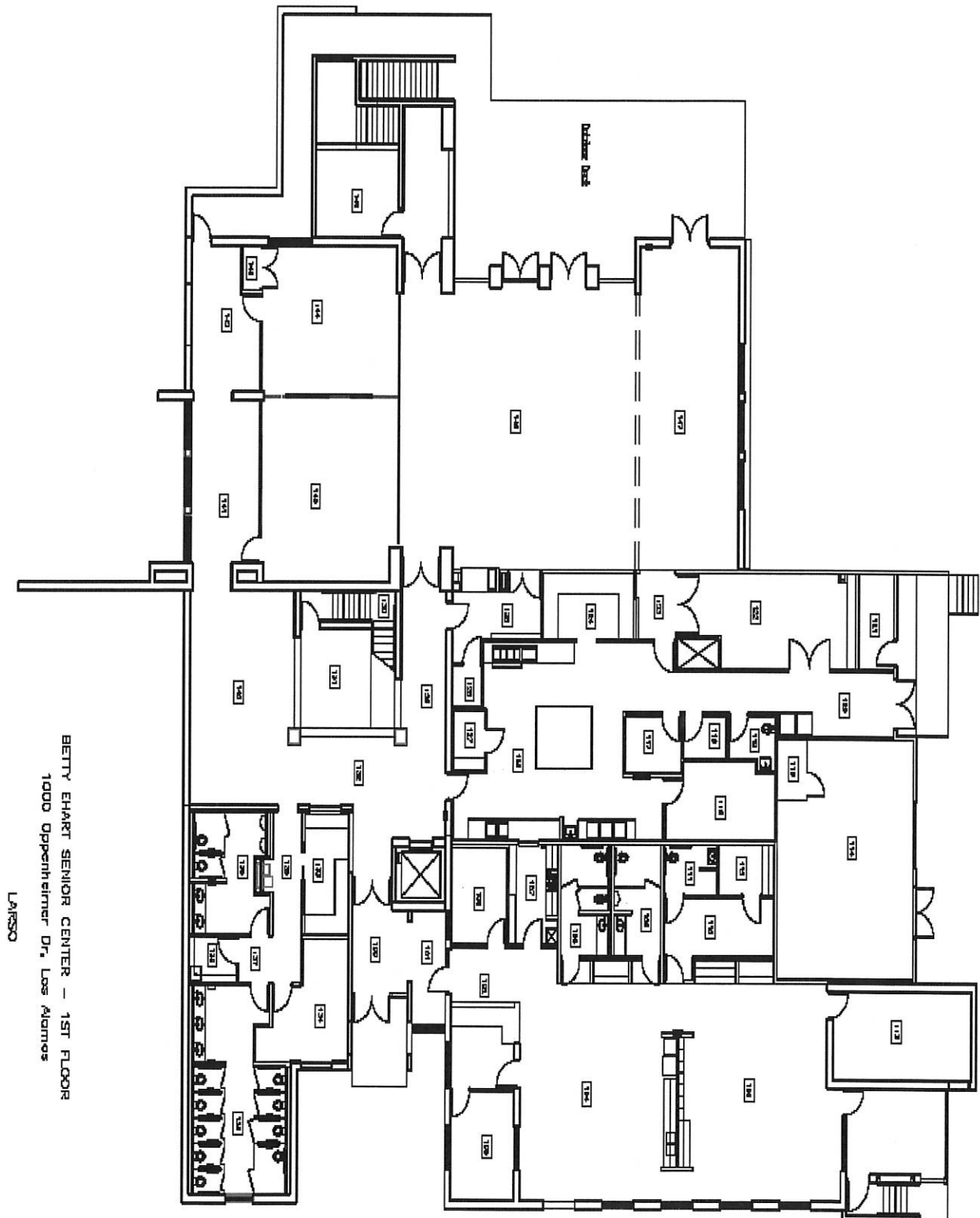
**DATE**

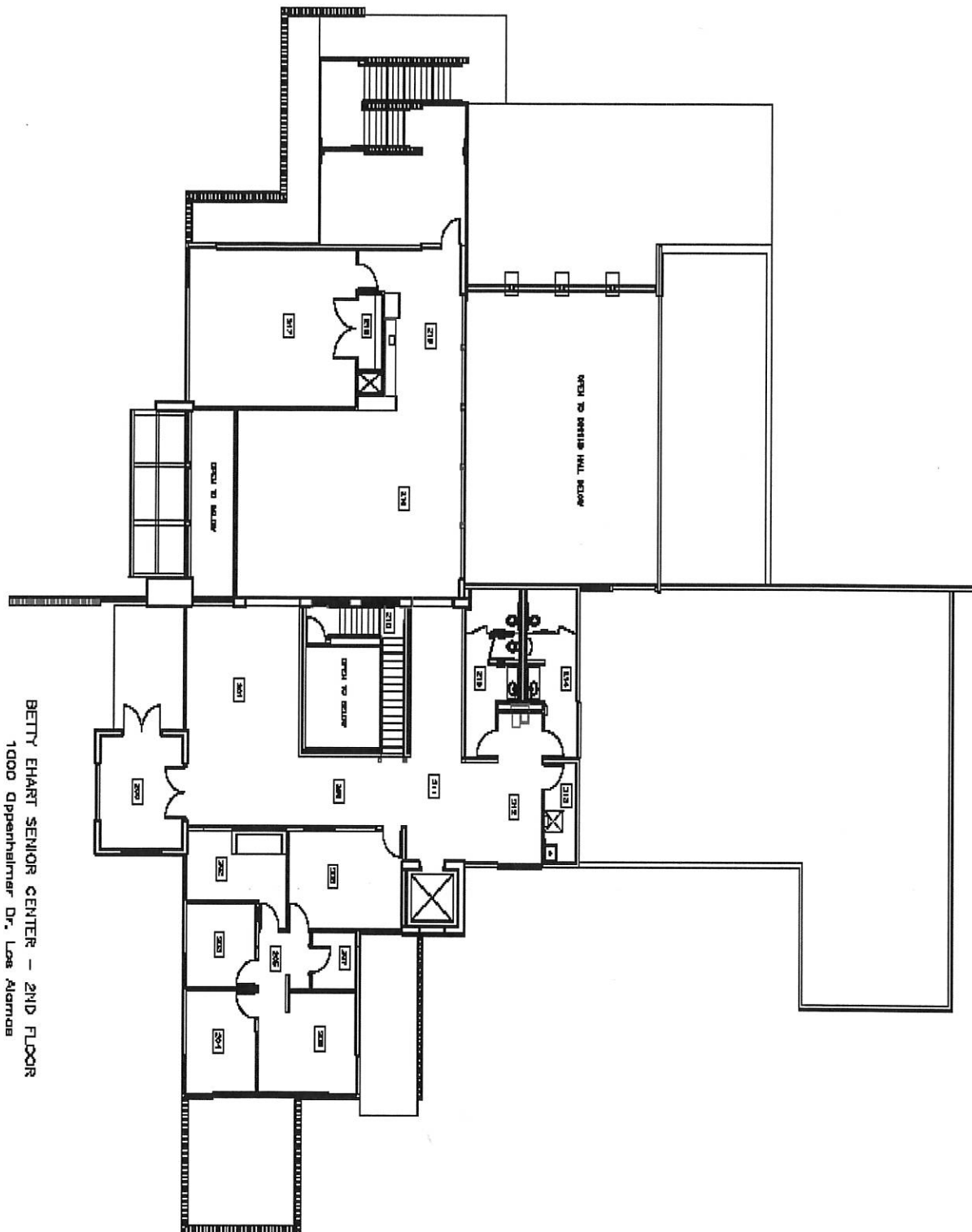


Exhibit "A"  
Compensation Rate Schedule  
AGR20-42

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>General Operations:</b> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Staff Training</li> <li>• Programmatic</li> <li>• Resource Material</li> <li>• Membership Packets</li> <li>• Kitchen Supplies</li> <li>• Office Supplies</li> <li>• Advertising</li> </ul>	\$66,514	\$68,510	\$70,567	\$72,685	\$74,866	\$77,112	\$79,427
<b>Programming:</b> <ul style="list-style-type: none"> <li>• Wellness and Enrichment Programs</li> <li>• Congregate Meals Program</li> <li>• Meals on Wheels</li> <li>• Transportation Services</li> <li>• Social and Recreational Groups</li> <li>• Day Out Program</li> <li>• LAVA</li> <li>• Senior Newsletter</li> <li>• Food</li> </ul>	\$357,548	\$368,247	\$379,321	\$390,699	\$402,420	\$414,493	\$426,972
<b>Overhead:</b> <ul style="list-style-type: none"> <li>• Accountant</li> <li>• Audits</li> <li>• Professional Consulting Services</li> <li>• Insurance</li> <li>• Payroll Preparation</li> <li>• Memberships</li> </ul>	\$43,810	\$45,124	\$46,479	\$47,873	\$49,309	\$50,789	\$52,312
<b>Total:</b>	\$467,872	\$481,908	\$496,366	\$511,257	\$526,595	\$542,394	\$558,666

Exhibit "B"  
AGR20-42





BETTY EHART SENIOR CENTER - 2ND FLOOR  
1000 Oppenheimer Dr., Los Alamos

LARSO



**Exhibit "B-1"**  
**AGR20-42**  
**Existing Schedules as of July 1, 2020**  
**Betty Ehart Senior Center**

Time	Rooms	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning	Great Room	<div style="text-align: center; background-color: yellow;"> <b>(A)</b>   7:30 a.m. – 4:30 p.m. </div>					<div style="text-align: center; background-color: lightblue;"> <b>(C)</b>  10:00 a.m. – 1:00 p.m. </div>	
	Class A/B							
Afternoon	Great Room							<div style="text-align: center; background-color: lightblue;"> <b>(D)</b>  Special Events – refer to Legend below. </div>
	Class A/B							
Evening	Great Room	6:30 p.m. – 9:30 p.m.	6:15 p.m. – 11:00 p.m.	<div style="text-align: center; background-color: lightblue;"> <b>(B)</b> </div>	5:30 p.m. – 11:00 p.m.			
	Class A/B	6:30 p.m. – 9:30 p.m.						

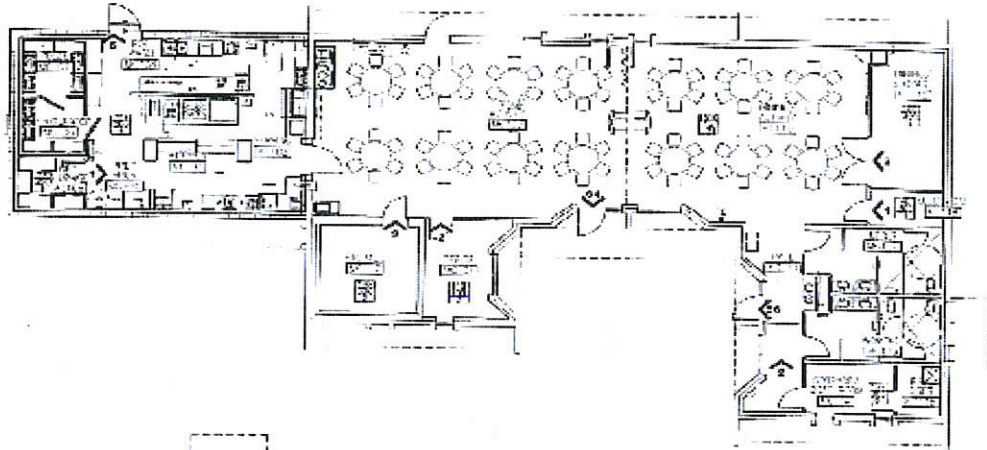
**Legend:**

- (A)** Exclusive use of the Betty Ehart Senior Center by Los Alamos Senior Programs (7:30 a.m. to 4:30 p.m. weekdays)
- (B)** Weekday evenings – prime time for “regular/recurring” meetings or LAC-sponsored recreation classes (Monday through Thursday evening)
- (C)** Regularly scheduled use of the Betty Ehart Senior Center by Los Alamos Senior Programs (Saturday 10:00 a.m. to 1:00 p.m.)
- (D)** Weekend time – primetime for “special events” – one-time only, recurring, or non-recurring events, such as church groups, weddings, parties, performances, etc. (Friday evening, Saturday after 1:00 p.m. and all-day Sunday)

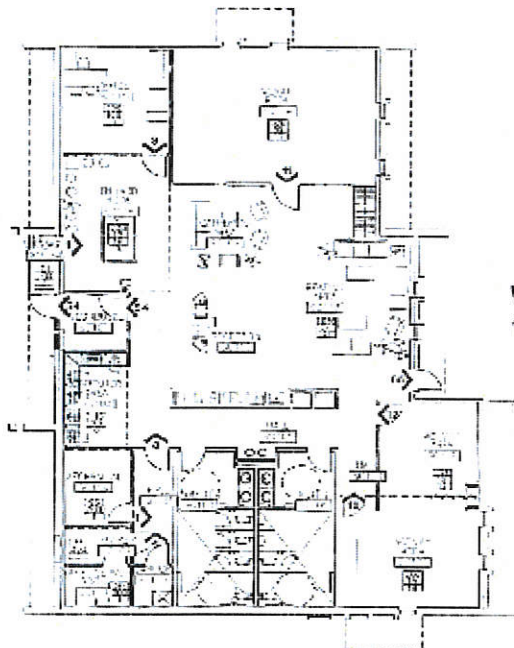
**(Shaded area Indicates after-hour and weekend time regularly scheduled by Los Alamos Senior Programs)**

**Exhibit "C"**  
**AGR20-42**

**Exhibit C**



**White Rock Senior Meal Center**  
**139 Longview**



**White Rock Senior Center**  
**137 Longview**

**Exhibit "C-1"**  
**AGR20-42**  
**Existing Schedules as of July 1, 2020**  
**White Rock Municipal Complex**

Time	Rooms	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			<b>(A)</b>					
Morning	REC Room	10:30 a.m. to	9:00 a.m. to	11:00 a.m. to Noon		8:30 to Noon		
Afternoon	REC Room	3:00 p.m.	2:30 p.m.					
Evening	REC Room			4:30 p.m. to 6:00 p.m.		4:00 p.m. to 5:00 p.m.		

**Legend:**

- (1) At the White Rock Senior Center, Monday through Friday at a minimum, from the hours of 10:00 a.m. to 4:00 p.m., Saturdays, 10:00 a.m. to 1:00 p.m., and Sundays 1:00 p.m. to 4:00 p.m., excluding County holidays and Columbus Day, ("White Rock Facility Hours"). County and Contractor may negotiate changes in hours or times on an as-needed basis.