

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR24-28b**

This **AMENDMENT NO. 2** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Sky Elements, LLC**, a Texas corporation ("Contractor"), collectively (the "Parties") to be effective for all purposes June 24, 2026.

WHEREAS, County and Contractor entered into Agreement No. AGR24-28b dated February 26, 2024, recorded with the County Clerk's Office as Document No. LACF24-0679, and Amendment No. 1, dated March 26, 2025, recorded with the County Clerk's Office as Document No. LACF25-1018, for public Drone Light Shows as part of the County's annual 4th of July Celebration event ("Event"); and

WHEREAS, due to extreme drought conditions, County has restricted the sale and use of aerial fireworks and fireworks displays countywide for a period of thirty (30) days via County Resolution No. 26-11; and

WHEREAS, County desires to add a second fifteen (15) minute drone light show with two hundred fifty (250) drones to the Drone Light Show display in place of the fireworks display for the July 4, 2026 Event; and

WHEREAS, both Parties wish to amend the Agreement to add a second fifteen (15) minute show with two-hundred fifty (250) drones to the Drone Light Show display on July 4, 2026, at Overlook Park, and amend the Compensation Section to reflect these changes; and

WHEREAS, the County Council approved this Amendment at a meeting held on June 23, 2026.

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

I. Amend **Section A. Services** to add a new Paragraph 7 as follows:

7. July 4, 2026 Event.

a. For the Event held on July 4, 2026 only, Contractor shall conduct a public Drone Light Show display, no less than thirty (30) minutes in duration (two fifteen (15) minute Drone Light Show displays) at Overlook Park at a time identified by the County but no later than 9:30 p.m., or on an alternate date as determined by County. County reserves the sole right to determine if circumstances warrant the cancellation of the event, in accordance with Section A of this Agreement.

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 TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$522,500.00), which amount does not include applicable NMGRT. 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.

- 2) **County in-kind services:** County shall provide the following in-kind services proportional to the needs of to the 4th of July Event, as determined by County, in its sole discretion:
 - a) Police services;
 - b) Fire services;
 - c) Transit services between Los Alamos and White Rock to deliver passengers to the Event;
 - d) Parks Division services (trash removal, restroom maintenance, and utility service); and
 - e) Traffic control services.

- 3) **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.

- 4) **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, 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 A-1, 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.

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. 2 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

MICHAEL D. REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SKY ELEMENTS, LLC, A TEXAS CORPORATION

BY: _____ **DATE**
Rick Boss
PRESIDENT

**Exhibit A-2
Compensation Rate Schedule
AGR24-28b**

| Number of Drones* | 200 | 250 | 300 |
|---|--------------|--------------|--------------|
| Equipment Including Drones | Included | Included | Included |
| Personnel | Included | Included | Included |
| Permits including FAA Permits | Included | Included | Included |
| Custom Animation | Included | Included | Included |
| Year 1 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 2 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 2 Additional Show Pricing* | | \$ 42,500.00 | |
| Year 3 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 3 Additional Show Pricing** | | \$ 51,250.00 | |
| Year 4 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 5 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 6 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |
| Year 7 Show Pricing | \$ 40,750.00 | \$ 51,250.00 | \$ 61,250.00 |

* Notwithstanding Year 2, as noted below, the Number of Drones for each annual Drone Show Display shall be determined by County during the kick-off meeting each year of the Agreement.

** At County's sole option, the number of drones for Year 3 has been increased to five hundred in the form of two (2) fifteen-minute Drone Light Shows with two hundred fifty (250) drones each, due to County's determination that a fireworks display will not take place at the 2026 4th of July Celebration Event.