

**AMENDMENT NO. 5
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR3334-08**

This **AMENDMENT NO. 5** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Scott Scanland**, a Sole Proprietor ("Consultant"), to be effective for all purposes July 1, 2014.

WHEREAS, County and Contractor entered into Agreement No. AGR3334-08, dated September 17, 2007, Amendment No. 1, AGR3334-08-A1, dated November 19, 2007, Amendment No. 2, dated July 1, 2010, Amendment No. 3, dated November 2, 2011, and Amendment No. 4, dated July 1, 2013; (as amended, the "Agreement") for Lobbyist Services for Los Alamos County; and

WHEREAS, the Lobbyist Services are ongoing, and County and Consultant wish to amend the term of the Agreement and increase the compensation accordingly;

WHEREAS, County Council approved this Amendment at a public meeting held on June 27, 2014.

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

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

SECTION B. TERM: The term of this Agreement shall commence September 17, 2007 and shall continue until June 30, 2017, unless sooner terminated, as provided herein. At the sole discretion of County, this Agreement may be renewed for one (1) additional three (3) year period, under agreed upon terms and conditions within the scope of the original RFP, contingent upon Council appropriating funding.

To delete **SECTION C. COMPENSATION**, in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for the performance of the Services for the period of July 1, 2014 through June 30, 2017 in an amount not to exceed ONE HUNDRED TWO THOUSAND SIX HUNDRED FORTY SIX AND 71/100 DOLLARS (\$102,646.71), plus applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid as follows:

July 1, 2014 – June 30, 2015 = \$34,215.57

July 1, 2015 – June 30, 2016 = \$34,215.57

July 1, 2016 – June 30, 2017 = \$34,215.57

- b. In addition, County shall pay reimbursable expenses in an amount not to exceed SIX THOUSAND DOLLARS (\$6,000), at TWO THOUSAND DOLLARS (\$2,000) per year for an annual subscription to New Mexico Legislative Reports and refreshments for the annual legislative dinner. Said reimbursable expenses shall be paid upon submission of an itemized invoice and supporting expenditure receipts.

c. Total paid out pursuant to this Agreement shall not exceed THREE HUNDRED SIXTEEN THOUSAND NINE HUNDRED SIXTY AND 71/100 DOLLARS (\$316,960.71)

Except as expressly modified by this Amendment No. 5, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 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



SHARON STOVER
COUNTY CLERK



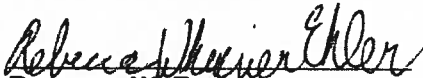
INCORPORATED COUNTY OF LOS ALAMOS

BY:


HARRY BURGESS
COUNTY ADMINISTRATOR

6/27/14
DATE

Approved as to form:



REBECCA W. EHLER
COUNTY ATTORNEY

SCOTT SCANLAND, A SOLE PROPRIETOR


SIGNATURE

2/17/04
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER JOHN SAPIEN, AGENT PO DRAWER 310 BERNALILLO, NM 87004</p>	<p>CONTACT NAME: JOHN SAPIEN PHONE (A/C, No. Ext.): 505-867-2353 FAX (A/C, No.): 505-867-1751 E-MAIL ADDRESS:</p>
	<p>INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:</p>

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADD. SECT. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	UNITS
X	COMMERCIAL GENERAL LIABILITY	Y	99-8D-H562-8	12/09/2013	12/31/2014	EACH OCCURRENCE CRASH TO REPAIRS MED EXP (Per one person) PERSONAL & ADV BLDG GENERAL AGGREGATE PRODUCTS COMBOP AGG
X	CLAIMS-MADE OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES FOR					
	POLICY	PRO	LOC			
	OTHER					
	ADDITIONAL LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED AUTOS				
	LEASED AUTOS	NON-OWNED AUTOS				
	UMBRELLA LMB	OCCUR				
	EXCESS LMB	CLAIMS-MADE				
	DED.	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N				
	ANY PROPRIETOR PARTNER/EXECUTIVE OF FELLOW MEMBER EXCLUDED? (Specify in R/R)	Y/N				
	If yes, describe below					
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)					
	Services Agreement No. AGR3534-08					

<p>CERTIFICATE HOLDER Los Alamos County Procurement Division 101 Camino Entrada, Building 3 Los Alamos, NM 87544 Attn: Lillie Martinez</p>	<p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><i>John Sapient</i> AUTHORIZED REPRESENTATIVE</p>
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