

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY AND
THE SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY**

This Amendment is made and entered into this 10th day of JANUARY, 2018, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **Santa Fe Animal Shelter & Humane Society**, a New Mexico non-profit organization, what a principal address of 100 Caja Del Rio Road, Santa Fe, NM 87507 (hereinafter "Contractor").

WHEREAS, on October 31, 2016, the County and Contractor entered into Agreement No. 2017-0210-SD/IC (the Agreement) for the Contractor to provide humane animal care and sheltering services; and

WHEREAS, according to Articles 3 (Effective Date and Term) and 30 (No Oral Modifications; Written Amendments Required) of the Agreement the parties may amend the Agreement by an instrument in writing; and

WHEREAS, the parties wish to amend the Agreement to extend the term for three years from October 31, 2017 to November 1, 2020, increase the compensation payable to the Contractor by the total sum of \$605,504.60 for a not-to-exceed contract sum of \$796,722.12, and update certain provisions of the scope of work of the parties.

NOW THEREFORE in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Article 1 (Scope of Services), subparagraph L is deleted in its entirety. Subparagraphs M through S are re-lettered accordingly.
2. Article 1 (Scope of Services), subparagraph O [formerly subparagraph P], is deleted in its entirety and replaced with:
 - O. Collect Licensing Fees that are consistent with the fees stated in Appendix A of County Ordinance 2017-3 (Licensing Fees). Contractor will incur all costs involved in conducting a licensing program and will collect and retain all Licensing Fees up to the net sum of \$75,000. After Contractor nets \$75,000 in Licensing Fees, the Licensing Fees collected thereafter will be disbursed equally between the County and the Contractor. All expenses incurred by the Contractor for the Contractor's licensing program shall be reasonable and used solely for the animal licensing program. All records and expenses for the Contractor's animal licensing program shall be public records and subject to audit and inspection by the County upon request

3. Article 1 (Scope of Services), the subpart that begins with "The County Shall", subparagraph H is deleted in its entirety. Subparagraphs I through M are re-lettered accordingly.
4. Article 1 (Scope of Service), the subpart that begins with "The County Shall", subparagraph I [formerly subparagraph J] delete the reference to "1.Q" and replace with "1.P." And, in Article 1, subparagraph J [formerly subparagraph K] delete the reference to "1.P." and replace with "1.O."
5. Article 1 (Scope of Services), the subpart that begins with "The County Shall", subparagraph K [formerly subparagraph L], this entire subparagraph is deleted and replaced with:

K. In cases where an ACO impounds an animal that is not required to be licensed and/or vaccinated under Sections 77-1-3 and 77-1-15.1, NMSA 1978, the County and the Contractor may reach an agreement on the Contractor's boarding of such animals for a period of time that exceeds the Contractor's standard stray waiting or boarding period. The County will incur the cost and expense of such extended boarding by the Contractor and the County shall seek remuneration from any defendants or violators involved in the case as may be permitted under state law. The Contractor shall charge the County twenty dollars (\$20.00) per day for the care and shelter of these animals beyond day five (5) as provided under Section 1.P above (Contractor's Scope of Services).

6. Article 1 (Scope of Services), the subpart that begins with "The County Shall", a new paragraph M is inserted to read;

M. County staff shall conduct themselves in a professional and courteous manner at all times.

7. Article 1 (Contractor's Scope of Services) subparts D and F, delete the references to "County Ordinance 1991-6" and replace with "County Ordinances 1991-6 and 2017-1".
8. Article 2 (Compensation and Invoicing), subpart A (1) is deleted in its entirety and replaced with:

(1)

- a. For the period of 11/1/2016 to 10/31/2017 compensation payable to the Contractor shall be \$16,351.46 per month for a total of \$196,217.52, inclusive of NM grt.

- b. For the period of 11/1/2017 to 10/31/2018 compensation payable to the Contractor shall be \$16,514.98 per month for a total amount of \$198,179.76, inclusive of NM grt.
- c. For the period of 11/1/2018 to 10/31/2019 compensation payable to the Contractor shall be \$16,680.13 per month for a total amount of \$200,161.56, inclusive of NM grt.
- d. For the period of 11/1/2019 to 10/31/2020 compensation payable to the Contractor shall be \$16,846.94 per month for a total amount of \$202,163.28, inclusive of NM grt.

Each month the Contractor shall invoice the County for impound services. Contractor's invoice shall include the statistical detail of the number of licenses (altered and unaltered) sold and issued during that month.

9. Article 2 (Compensation and Invoicing), subpart A (2) and (3) are deleted in their entirety and replaced with:

- (2) The not-to-exceed compensation payable to the Contractor for impound and sheltering services under this Agreement for the periods listed in A (1) above are:

- a. 11/1/2016 to 10/31/2017 \$196,217.52, inclusive of NM grt.
- b. 11/1/2017 to 10/31/2018 \$198,179.76, inclusive of NM grt.
- c. 11/1/2018 to 10/31/2019 \$200,161.56, inclusive of NM grt.
- d. 11/1/2019 to 10/31/2020 \$202,163.28, inclusive of NM grt.
- e. The total compensation payable to the Contractor for the term of this Agreement shall not exceed **\$796,722.12**, inclusive of NM grt. This sum does not include any overages of monthly animal intake, if any.

10. Article 3 (Effective Date and Term), the term "one-year" in the second sentence is deleted. A subpart A is inserted to read:

- A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from October 31, 2017 to November 1, 2020, unless earlier terminated pursuant to Sections 5 (Termination) or 6 (Appropriations). The parties agree that year two of the term of this Agreement commenced on October 31, 2017.


11. Article 4 (Additional Services), subparagraph A, delete the reference to "County Ordinance 1991-6" and replace with "County Ordinances 1991-6 and 2017-1".

12. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature below.

SANTA FE COUNTY:

, Chair
Santa Fe County Board of County Commissioners



Geraldine Salazar
Santa Fe County Clerk
New Mexico

1-10-2018
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

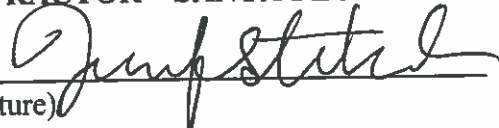
12-28-17
Date

Finance Department:


Stephanie Schardin Clarke
Finance Director

1/3/18
Date

CONTRACTOR – SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY


(Signature)

1/3/18
Date

Dr. Jennifer Steketee, Executive Director