

**AMENDMENT NO. 1 TO  
AGREEMENT BETWEEN SANTA FE COUNTY  
AND UTTON & KERY, P.A.  
FOR LEGAL SERVICES**

**THIS AMENDMENT** is made and entered into this 10<sup>th</sup> day of August, 2017, between **Santa Fe County** (hereinafter "County") and **Uttton & Kery, P.A.**, (hereinafter "Contractor"), whose principal address is 317 Commercial NE, Albuquerque, New Mexico 87102.

**WHEREAS**, pursuant to a competitive solicitation conducted through RFP No. 2017-0223-LG/MM, the County and Contractor entered into Agreement No. 2017-0223-I-LG/MM (Agreement) on May 2, 2017, for Contractor to provide legal services as described in the Agreement and as directed by the County Attorney; and

**WHEREAS**, according to Article 15 of the Agreement (No Oral Modifications; Written Amendments Required) the parties may amend the Agreement by an instrument in writing; and

**WHEREAS**, the parties wish to amend the compensation provision of the Agreement to make it and other provisions consistent with other legal services agreements procured under RFP No. 2017-0223-LG/MM.

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

1. Article 3 (Compensation, Invoicing and Set-Off), subparagraph A of the Agreement is amended by deleting A in its entirety and replace it with the following.

A. Contractor acknowledges and agrees that this Agreement executed by the parties does not authorize the performance of any services or work, commit funds to compensate Contractor for any services or work performed, or obligate the County to compensate the Contractor for any services or work. Legal services or work shall be authorized via one or more purchase orders issued by the County to the Contractor after execution of this Agreement, which purchase order shall set forth the matter for which legal services or work is authorized and the maximum compensation available for the authorized legal services or work. In addition to any matter for which a specific compensation limit is established in a purchase order, the maximum compensation available to Contractor under this Agreement, and all purchase orders issued pursuant to it, shall not exceed \$250,000.00, exclusive of any applicable gross receipts tax.

B. For all purchase orders issued under this Agreement, the County shall compensate the Contractor based on the following:

| <u>Staff Member</u> | <u>Hourly Rate</u>                |
|---------------------|-----------------------------------|
| Senior Partner      | \$ 190.00                         |
| Consultants         | \$ (requires County pre-approval) |
| Partners            | \$ 170.00                         |
| Associates          | \$ 150.00                         |
| Law Clerks          | \$ 85.00                          |

|                                  |   |
|----------------------------------|---|
| Paralegals                       | \$ 85.00  |
| Clerical                         | \$ (requires County pre-approval)   |
| Travel (mileage)                 | \$ (Per Diem and Mileage Act)   |
| Copies or document reproduction: | \$ .10 per page (black & white)   |
|                                  | \$.50 per page (color)  |
| Other (please describe)          | \$ (Actual costs shall be supported by invoice or receipt and pre-approved by the County) |

2. Article 3, paragraphs B, C, D, E, F and G are re-designated as C, D, E, F, G and H respectively.


3. Article 15 (No Oral Modifications; Written Amendments Required), is amended by inserting the following sentence at the end of Article 15.

A purchase order issued to the Contractor by the County in accordance with Section 3 (Compensation; Purchase Orders; Invoicing and Set-Off), shall not constitute an amendment to this Agreement.

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

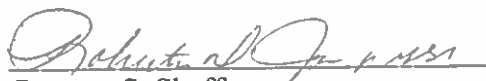
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller  
County Manager

8-10-17  
Date

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

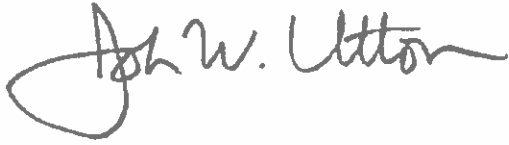
8-2-17  
Date

Finance Department:

  
Don D. Moya  
Finance Director

8-8-17  
Date

CONTRACTOR

A handwritten signature in black ink, appearing to read "John W. Utton". The signature is fluid and cursive, with a large loop at the beginning.

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John W. Utton, Director  
Utton & Kery, P.A.

**August 4, 2017**

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Date

