

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL AND LICENSING SERVICES**

THIS AMENDMENT is made and entered into as of this 25th day of October, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and the **Santa Fe Animal Shelter & Humane Society**, a New Mexico non-profit organization with a principal address of 100 Caja Del Rio Road Santa Fe, NM, 87507 (hereinafter referred to as the "Contractor.")

WHEREAS, on November 13, 2012 the County approved Professional Services Agreement No. 2013-0103-SD/MS for the purpose of providing licensing services and securing animal impoundment for animals delivered and impounded by County Animal Control Officers;

WHEREAS, by Amendment No.1 dated June 24, 2013, Agreement No. 2013-0103-SD/MS was amended to correct errors and clarify the compensation provision of the Agreement;

WHEREAS, according to Section 30 (Amendments) of Agreement No. 2013-0103-SD/MS the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 2 to increase the County's compensation to the Contractor for FY 2014 for Contractor's collection of increased licensing fees for altered and unaltered animals and limit Contractor's duty to impound animals in hoarding cases or other circumstances for which animals are impounded as evidence in a legal proceeding.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 (Scope of Services), of the Contractor's duties (page 3), a new paragraph "Q" is inserted (Page 3) to read as follows:

Q. Contractor will not accept for impoundment or boarding any animals including domestic livestock or exotic animals, from an ACO which the ACO indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case.
2. Section 1 (Scope of Services) of the County's duties (page 4), paragraph "L" is deleted in its entirety and replaced with the following:

L. The County and Contractor may reach agreement on the Contractor's impoundment and boarding of animals for a specified period of time that exceeds the time period under paragraph "O" of Section 1 of the Contractor's duties under this Agreement.
3. Section 2 (Compensation and Invoicing), subparagraph "b)" is deleted in its entirety and replaced with:

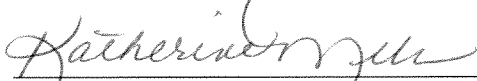
b) For FY 2014 beginning July 1, 2013: \$15,572.82 per month for July, August, September and October 2013. \$19,387.82 for the month of November 2013 (impoundment and licensing services). \$15,572.82 per month for impoundment fees for the months of December, January, February, March, April, May, and June 2014. And a sum not-to-exceed \$11,185.00 for licensing services for November, December, January, February, March, April, May and June 2014; payable in monthly installments based on a rate of \$7.00 for each altered animal license sold and \$15.00 for each unaltered animal license sold. With each monthly invoice Contractor shall provide proof of all licenses sold during that month for which compensation is due.

(i) The County's payment of the \$7.00 and \$15.00 licensing services fees as provided in b) above shall discontinue in the event the licensing fees stated in County Ordinance 1991-6 are amended or modified. If Ordinance 1991-6 is amended licensing fees or rates and payments shall be consistent with the requirements of County Ordinance 1991-6.

4. Section 2 (Compensation and Invoicing), the reference to "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Two Cents (\$495,222.72)" is deleted and replaced with "Five Hundred Ten Thousand Two Hundred Twenty Two Dollars and Seventy Two Cents (\$510,222.72)."
5. All other provisions of Agreement No. 2013-0103-SD/MS not specifically amended by Amendment No.1 and this Amendment No. 2 shall remain in full force and effect.

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

SANTA FE COUNTY



Katherine Miller, Manager

10.22.13

Date

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

10/18/13

Date

FINANCE DEPARTMENT

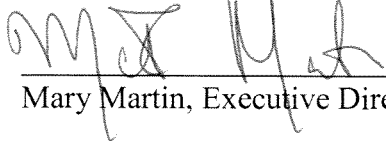


Teresa C. Martinez
Santa Fe County Finance Director

10/21/13

Date

SANTA FE ANIMAL SHELTER & HUMANE SOCIETY



Mary Martin, Executive Director



Date

