

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
WITH BOYS & GIRLS CLUBS OF SANTA FE/DEL NORTE**

July **THIS AMENDMENT** is made and entered into this 12th day of July, 2016 by and between **Santa Fe County** (hereinafter "County"), a political subdivision of the State of New Mexico, and **Boys & Girls Clubs of Santa Fe/Del Norte**, a non-profit registered to do business in new Mexico, whose business address is 730 Alto Street, Santa Fe, NM 87501, hereinafter referred to as the "Contractor."

WHEREAS, by Agreement No. 2014-0276-HO/PL (Agreement) dated June 3, 2014, the County and the Contractor entered into an agreement whereby Contractor will provide after-school and summer program services for the Santa Fe County Housing Department; and

WHEREAS, by Amendment No. 2 the term of the Agreement was extended to July 31, 2016 and the compensation payable to the Contractor was increased by \$38,666.66; and

WHEREAS, the County wishes to have the Contractor continue to provide services for the remaining summer months of 2016 and the summer of 2017, and the Contractor is willing to render such services; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), of the Agreement amendments and modifications to the Agreement must be in writing and signed by the parties. According to Section 3 (Effective Date and Term) of the Agreement the County has the option to renew the Agreement in one-year increments for a term not to exceed four years in total; and

WHEREAS, the parties wish to amend Agreement No. 2014-0276-HO/PL to extend the term from August 1, 2016 to May 31, 2017 and increase compensation by \$91,333.33 for a not-to-exceed contract sum of \$390,000.00, inclusive of New Mexico gross receipts tax, and amend the Contractor's duties under this Agreement.

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

Section 1 (Scope of the Work), subparagraph M is deleted in its entirety and amended as follows; and a new subparagraph "O" is inserted to read as follows:

M: Have all utilities (gas, water, electric and waste disposal) associated with Contractor's three neighborhood centers put into the name of the Boys and Girls Clubs of Santa Fe and assume payment of all utility and waste disposal expenses associated with Contractor's three neighborhood centers.

O. Be responsible for maintenance at Contractor's three neighborhood centers, and be responsible for completion of any needed capital improvements that

are approved by the County. Any capital improvements will be completed in accordance with any requirements of the funding source.

2. Section 2.A (Compensation, Invoicing, and Set-Off), new subparts 7) and 8) are inserted to read:

7) By Amendment No. 3 to this Agreement for services provided in August, 2016 the County shall pay to the Contractor \$19,333.00. For services provided in September, October, November, December, 2016, and January, February, March, April, May, 2017, the County shall pay to the Contractor eight thousand dollars and no cents (\$8,000.00) each month.

8) By Amendment No. 3 to this Agreement, the total amount payable to the Contractor under this Agreement, shall not exceed three hundred ninety thousand dollars and no cents (\$390,000.00) inclusive of NM gross receipts tax.

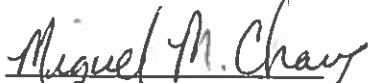
3. Section 3 (Effective Date and Term) is amended by inserting a subparagraph b to read as follows:

b. By Amendment No. 3 to this Agreement, the term of this Agreement is extended from August 1, 2016 to May 31, 2017.

4. All other provisions of Agreement No. 2014-0276-HO/PL not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 as of the date first written above.

SANTA FE COUNTY



Miguel M. Chavez, Chair

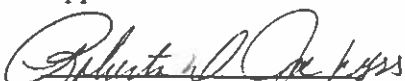
Santa Fe County Board of County Commissioners

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk

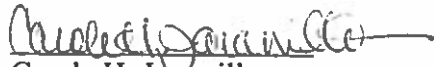


Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date 6/29/16

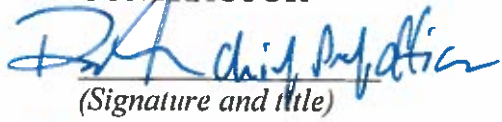
Finance Department



Carole H. Jaramillo
Finance Director

Date 6/29/16

CONTRACTOR


(Signature and title)

Date 7/5/16

Roman Abeyte