

**AMENDMENT NO. 5  
TO AGREEMENT BETWEEN  
SANTA FE COUNTY AND THE BOYS & GIRLS CLUBS  
OF SANTA FE/DEL NORTE**

**THIS AMENDMENT** is made and entered into this 6<sup>th</sup> day of October 2017 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, New Mexico 87501, hereinafter referred to as the "Contractor."

**WHEREAS**, on June 3, 2014, the County and the Contractor entered into Agreement No. 2014-0276-HO/PL (the Agreement) whereby the Contractor will provide after-school and summer program services for the County; and

**WHEREAS**, Amendment No. 1 to the Agreement extended the term to May 31, 2016 and increased compensation by \$130,000.00; and

**WHEREAS**, Amendment No. 2 extended the Agreement from May 31, 2016 to July 31, 2016 and increased compensation by \$38,666.66; and

**WHEREAS**, Amendment No. 3 extended the term of the Agreement to May 31, 2017 and increased compensation by \$91,333.33, and amended certain duties of the Contractor; and

**WHEREAS**, Amendment No. 4 extended the term of the Agreement to May 31, 2018 and increased the Contractor's compensation by \$130,000.00. The not-to-exceed sum under the Agreement is \$520,000.00, inclusive of NM gross receipts tax; and

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

**WHEREAS**, the parties wish to amend the Agreement to increase the Contractor's scope of work and increase the compensation payable to the Contractor by a sum of \$30,000.00.

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

1. Section 2.A (Compensation, Invoicing and Set-Off), new subpart 11) is inserted to read:
  - 11) By Amendment No. 5 to this Agreement, the County shall pay to the Contractor \$30,000.00 as compensation for services provided from June 1, 2017 to May 31, 2018. The total amount payable to the Contractor under this Agreement shall not exceed \$550,000.00, inclusive of NM gross receipts tax.

2. Section 1 (Scope of the Work) is amended by inserting the following as subpart O. to read as follows:

O. By Amendment No. 5 to this Agreement, Contractor services under this Agreement shall be increased to include the following:

- a) Operate an after-school and summer program for youth between the ages of five to 18 years of age at the Pojoaque Valley Middle School Campus.
- b) Include educational support activities, drop-out prevention activities, various recreational activities and drug and alcohol prevention activities appropriate for all age groups.
- c) Operate at the site during the school year 2:30 pm to 6:00 pm, Monday through Friday during the summer months 7:30 am to 5:30 pm, Monday through Friday. The operations will be closed during Christmas Break, spring break, school in-service days, and holidays.
- d) Serve a minimum of 50 additional children during the school year and 75 children during the summer.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 4 and this Amendment No. 5 shall remain in full force and effect.

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

**SANTA FE COUNTY**


  
Katherine Miller  
Santa Fe County Manager

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

9/27/17  
Date

Finance Department:

  
Don D. Moya  
Finance Director

10-2-17  
Date

BOYS & GIRLS CLUBS OF SANTA FE/DELNORTE:

  
Signature

Date 10/6/17

Roman Asuyt  
Print Name