

**AMENDMENT NO. 5  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
THE SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY**

This Amendment is made and entered into this 20<sup>th</sup> day of June, 2016, 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**, 100 Caja Del Rio Road, Santa Fe, NM 87507 (hereinafter "Contractor").

**WHEREAS**, on November 13, 2012, the County and Contractor entered into Agreement No. 2013-0103-SD/MS (the Agreement) for the Contractor's provision of humane animal care and sheltering services; and

**WHEREAS**, in 2015, the Agreement was amended by Amendment No. 4 to restate the entire Agreement with certain renegotiated terms and conditions, and to extend the term of the Agreement to June 30, 2016; and

**WHEREAS**, the Agreement is due to expire June 30, 2016 and the County wishes to continue to benefit from Contractor's services; and

**WHEREAS**, due to the term limit stated at § 13-1-150, NMSA 1978, and Article 3 of the Agreement, the County wishes to extend the term of the Agreement on the same terms and conditions, to October 31, 2016; and

**WHEREAS**, Article 30 of the Agreement (No Oral Modifications; Written Amendments Required) the parties may amend the Agreement by an instrument in writing.


**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Article 2 (Compensation and Invoicing), a subpart e) is inserted to read:
  - e) For the period of July 1, 2016 to October 31, 2016, the County will continue to pay \$16,351.46 per month for impoundment services for each month from July 1, 2016 to October 31, 2016. For the period of July 1, 2016 to October 31, 2016, the County will continue to pay \$7.00 for each altered animal license and \$15.00 for each unaltered animal license sold by the Contractor. With each monthly invoice and the final invoice, Contractor will provide proof of all licenses sold during that month, or period of time, for which compensation is due.
2. Article 3 (Effective Date and Term), a subpart A is inserted to read:
  - A. By Amendment No. 5, the term of this Agreement is extended to October 31, 2016, unless earlier terminated pursuant to Section 5 or 6.

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


IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY:

*for*   
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager


6-20-16  
Date

Approved as to form:

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

6-9-16  
Date

Finance Department:

  
\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

6/17/16  
Date

CONTRACTOR – SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

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

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY:

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

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Date

Approved as to form:

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Gregory S. Shaffer  
Santa Fe County Attorney

6-9-16  
\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

6/7/16  
\_\_\_\_\_  
Date

CONTRACTOR - SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY

\_\_\_\_\_  
(Signature)

6-17-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

