AMENDMENT NO. 1 TO THE AGREEMENT WITH DANIELS INSURANCE, INC. FOR INSURANCE BROKER AND CONSULTING SERVICES

This Amendment is made and entered into as of this day of October, 2014 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Daniels Insurance**, Inc. hereafter referred to as "the Contractor".

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals Request for Proposal No. 2014-0002-LG/MS for the provision of the professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS on October 1, 2013 for a term of one (1) year and compensation of \$95,000 for the Contractor to provide Insurance Broker services; and

WHEREAS, Agreement 2014-0002-LG/MS has a term of (1) year with an option to extend the term in one (1) year increments. The term of the Agreement is due to expire October 1, 2014 and the County wishes to extend the term for one (1) year; and

WHEREAS, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2014-0002-LG/MS allows parties to amend the Agreement by an instrument in writing executed by both parties; and

WHEREAS, both parties wish to extend the term of the Agreement from October 1, 2014 to October 1, 2015; amend the Contractor's Scope of Work to include specific deliverables as described herein; and to increase the Contractor's compensation by \$95,000 for the extended term. With this Amendment No. 1, the total contract sum for Agreement 2014-0002-LG/MS shall not exceed \$190,000.00, inclusive of NM grt; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows.

- 1. Article 1. "SCOPE OF WORK" of Agreement 2014-0002-LG/MS is amended by adding the following as subparagraph "G":
 - G. Fees and Charges for Deliverables

Contractor shall invoice the County for fees or charges associated with any deliverables associated with the insurance broker services and work required and described in this Agreement. Deliverables include without limitation malpractice insurance, insurance premiums, claims, deductibles and any other services associated with the scope of services required in this Agreement.

- 2. Article 2. "COMPENSATION, INVOICING, AND SET-OFF" is amended by adding the following as subparagraph "(a)":
 - (a) By Amendment No. 1 to this Agreement, the Contractor's compensation is increased by Ninety Five Thousand Dollars and No Cents (\$95,000.00) for the term of October 1, 2014 to October 1, 2015. The specific monthly payments to the Contractor are as indicated on Exhibit A attached hereto and incorporated by reference.

The total amount payable to the Contractor under this Agreement as amended shall not exceed One Hundred Ninety Thousand Dollars (\$190,000.00), inclusive of NM grt.

- 3. Article 3 "EFFECTIVE DATE AND TERM" is amended by adding the following as subparagraph "A":
 - A. By Amendment No. 1, the County notifies the Contractor and exercised the County's first option to extend the term of Agreement No. 2014-0002-LG/MS for one (1) year from October 1, 2014 to October 1, 2015.
- 4. All other provisions of Agreement No. 2014-0002-LG/MS 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:	
Hathering Miln	10.1.14
Katherine Miller	Date
Santa Fe County Manager	
APPROVED AS TO FORM:	
Mulated Da &	10-1-14
Gregory S. Shaffer	Date
Santa Fe County Attorney	
FINANCE DEPARTMENT:	4
Jursal Marly	while
Teresa C. Martinez	Date

Santa Fe County Finance Director

CONTRACTORS

Signature)

9.29.//

(Print Name)

(Print Title)

FEDERAL IDENTIFICATION NO. 85-0092484

Exhibit A
To Contract# 2014-0002-LG/MS

Α	Amount to		mount to Pay	
Pay Monthly		f	or 12 Months	Account Number
\$	1,166.06	\$	13,992.72	101-1517-412-7501
\$	158.03	\$	1,896.36	101-0489-461-7501
\$	15.03	\$	180.36	101-0605-443-7501
\$	1,167.03	\$	14,004.36	101-0702-415-7501
\$	266.03	\$	3,192.36	204-1611-451-7501
\$	13.03	\$	156.36	223-0420-451-7501
\$	13.03	\$	156.36	232-0421-461-7501
\$	10.03	\$	120.36	232-0474-461-7501
\$	30.03	\$	360.36	241-0404-464-7501
\$	1,592.03	\$	19,104.36	244-0801-421-7501
\$	115.03	\$	1,380.36	245-2101-461-7501
\$	1,550.03	\$	18,600.36	246-1201-424-7501
\$	50.03	\$	600.36	247-1801-426-7501
\$	1,266.03	\$	15,192.36	247-1860-426-7501
\$	29.85	\$	358.20	247-1862-426-7501
\$	58.03	\$	696.36	247-1863-426-7501
\$	9.03	\$	108.36	247-1865-426-7501
\$	236.21	\$	2,834.52	247-1870-426-7501
\$	69.03	\$	828.36	505-1410-444-7501
\$	27.03	\$	324.36	505-1420-445-7501
\$	76.03	\$	912.36	517-1930-471-7501
\$	7,916.66	\$	94,999.92	

Total