

**SANTA FE COUNTY  
AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH MOSS ADAMS, LLP**

**THIS AMENDMENT** is made and entered into as of this 11 day of January, 2011, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Moss Adams, LLP** (hereinafter referred to as "the Contractor").

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-111 and 13-1-112, the County and the Contractor entered into a Professional Services Agreement to provide services dated December 15, 2010, in the amount of \$64,200.00;

**WHEREAS**, Paragraph 17, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED", of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

**WHEREAS**, the parties desire to amend Paragraph 9, "INDEMNITY", of the Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Paragraph 9, "INDEMNITY", is amended to read as follows:

**"9. INDEMNITY**

A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) for personal injury or damage to tangible personal property resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

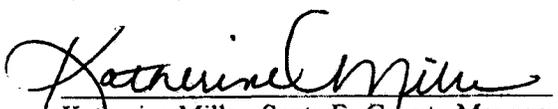
B. The County agrees that the Contractor shall have the right to control the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement."

2. All other provisions of the Agreement not amended, replaced, or superseded by this Amendment No.1 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, Santa Fe County Manager

5026

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

1-14-11  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

1/19/2011  
Date

**MOSS ADAMS, LLP:**

By:   
\_\_\_\_\_  
Signature

1/11/11  
Date

James S Thompson  
\_\_\_\_\_  
Printed Name and Title

**NEW MEXICO STATE AUDITOR**

By: Coree Martinez 2/11/11  
\_\_\_\_\_  
Federal Identification Number: \_\_\_\_\_

**RECEIVED**  
**JAN 20 2011**  
**STATE AUDITOR**