

**SANTA FE COUNTY
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH KSFR RADIO
TO PROVIDE PUBLIC AWARENESS SPOTS**

THIS AMENDMENT is made and entered into as of this 18th day of November, 2009, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **KSFR Radio**, a nonprofit organization with a principle address of 6401 S. Richards Avenue, Santa Fe, NM 87594, (hereinafter referred to as "the Contractor").

WHEREAS, the County and the Contractor entered into a Professional Services Agreement dated September 1, 2009 in the amount of \$106,161.92;

WHEREAS, Article 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 correct certain errors in the original Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 1, "SCOPE OF WORK," Subsection C is amended to correct a typographical error and shall now read as follows:

C. Produce one half hour monthly radio program to provide County information during the duration of the Agreement.

2. Article 2, "COMPENSATION AND INVOICING," Sections A, B, C, and D, are hereby amended by deleting the last word "September" of each sentence and replacing it with the word "August."
3. Article 3, "EFFECTIVE DATE AND TERM," is hereby amended to read as follows:

This Agreement shall, upon due execution by all parties, become effective as of September 1, 2009 and shall terminate on September 1, 2013, unless earlier terminated pursuant to Section 5, "TERMINATION," of this Agreement.

4. Article 5, "TERMINATION" Subsection B, is hereby amended to read as follows:

B. Termination for Convenience of the Parties. Either Party may, in its discretion, terminate this Agreement at any time for any reason by giving the other Party written notice of termination. The notice shall specify the effective date of termination, which shall not be less than seven (7) days from the non-terminating Parties receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in the Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

5. Article 28, "NOTICES," is hereby amended to read as follows:

All notices required to be given to the Contractor under this Agreement shall be mailed to:

KSFR- Northern New Mexico Radio Foundation
Attn: Linda Highhill, General Manager
6401 S. Richards Avenue
PO Box 31366
Santa Fe, NM 87594

6. 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



Roman Abeyta, County Manager

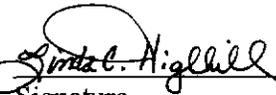
APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

11-9-09
Date

KSFR RADIO:

By  _____
Signature

11-18-09
Date

LINDA C. HIGHHILL / GENERAL MANAGER
Printed Name and Title

FEDERAL IDENTIFICATION NO.: 85-8439833