

**AMENDMENT NO. 1  
TO THE PRICE AGREEMENT WITH  
FIRE SERVICE EQUIPMENT, INC. FOR BUNKER GEAR  
FOR THE SANTA FE COUNTY FIRE DEPARTMENT**

**THIS AMENDMENT** is made and entered into as of this 14, day of APRIL 2011, by and between **Santa Fe County**, hereinafter referred to as “the County”, and **Fire Service Equipment, Inc.**, a corporation authorized to do business in New Mexico, hereinafter referred to as “the Contractor”.

**WHEREAS**, the County entered into a Price Agreement (“Agreement”) with the Contractor for an indefinite quantity of bunker gear on July 6, 2009;

**WHEREAS**, Article 7, “**AMENDMENT**”, allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the parties desire to increase the compensation on certain items.

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

1. Article 2(A)(B) and (F), “**GOODS TO BE PROVIDED**”, shall be amended to read as follows:

- A. **Goods Listed on Attachment A.** Certain departments of the County may issue orders for purchase of the items described herein. The item ordered must be listed on the Exhibit A, as amended, to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.
- B. **Quantities.** It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Exhibit A as amended. No guarantee or warranty is made or implied, by either the County or the using department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

F. **Price.** Prices listed in Exhibit A as amended below for each item shall be the price for that item. Exhibit A prices are amended as follows:

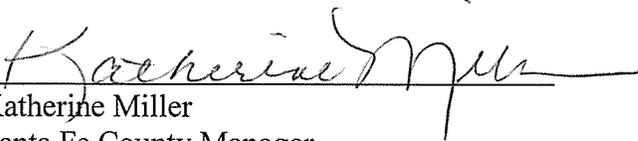
Item 1.	\$1,200.00
Item 1.a	\$1,225.00
Item 2.	\$775.00
Item 2.a	\$800.00
Item 3.	\$230.00
Item 3.a	\$50.00
Item 4.	\$73.00
Item 4.a	\$68.00
Item 5.	\$285.00

In the event of a product cost increase an escalation request will be reviewed by the County on an individual basis.

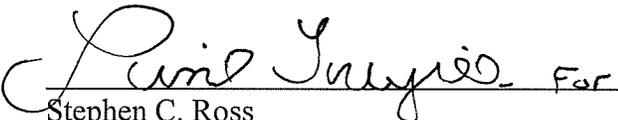
2. All other provisions of the Agreement not amended, replaced, or suspended by Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

**Approved as to Form:**

  
Stephen C. Ross  
Santa Fe County Attorney

**Finance Department Approval:**

  
Teresa Martinez  
Santa Fe County Finance Director

**FIRE SERVICE EQUIPMENT, INC.**

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

By: \_\_\_\_\_  
(Print Name)

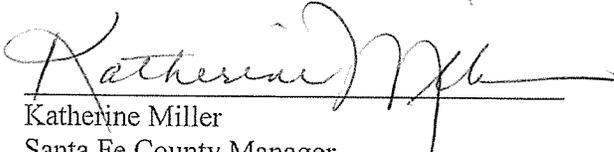
Its: \_\_\_\_\_  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

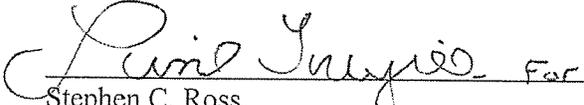
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

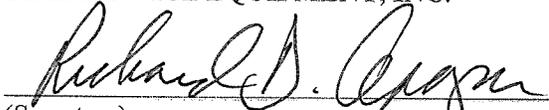
**Approved as to Form:**

  
Stephen C. Ross  
Santa Fe County Attorney

**Finance Department Approval:**

  
Teresa Martinez  
Santa Fe County Finance Director

**FIRE SERVICE EQUIPMENT, INC.**

  
(Signature)

By: RICHARD D. APGAR  
(Print Name)

Its: PRESIDENT  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

20-3380261