

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN SANTA FE COUNTY
AND GRANICUS, LLC dba HOST COMPLIANCE**

THIS AMENDMENT is made and entered into this 25th day of August 2020, by and between **SANTA FE COUNTY**, hereinafter the "County" and **GRANICUS, LLC dba HOST COMPLIANCE**, hereinafter the "Contractor".

WHEREAS, on July 17, 2020, the County and the Contractor entered into Agreement No. 2020-0180-GM/MAM (Agreement) to perform technical, analytical and administrative support services for the development, implementation and management of short term rentals ("STR") in the County; and

WHEREAS, Article ~~15~~¹⁶ (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; and

WHEREAS, by this Amendment No. 1 the County and the Contractor wish to amend the Agreement to provide for the County's provision of certain GIS data for use by the Contractor; and

WHEREAS, Contractor requires this GIS data to complete the Scope of Work under the Agreement; and

WHEREAS, both parties desire to enter into this Amendment No. 1.

NOW THEREFORE, it is mutually agreed between the parties the Agreement is amended as follows:

1. Article 1 (Scope of Services) after I.H. insert a subparagraph to read:

The County will provide or make available to Contractor, at no cost, certain GIS data, including without limitation, parcel, address points and zoning data or digital files as are necessary for Contractor to complete the Scope of Services. Contractor agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Services under this Agreement. Contractor agrees to provide the County with, or share, at no cost to the County electronic copies of any digital mapping files (aka GIS data) produced by the Contractor under this Agreement. GIS data, if generated for the project, shall be provided by the Contractor in ESRI feature classes file geodatabase or shapfile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System, Central Zone, NAD1983_HARN in units of U.S. Survey Feet (NAD_1983_HARN_StatePlane_New_Mexico_FIPS_3002_Feet).

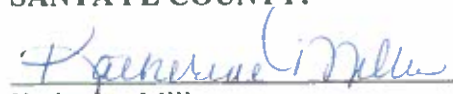
Contractor understands and acknowledges that the County assumes no liability for the accuracy of the GIS data or digital files, or errors associated

with the GIS data or digital files, or the use of GIS data or digital files provided by the County. Contractor is solely responsible for confirming the accuracy of GIS data or digital files obtained from the County.

2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

8.25.2020
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

August 17, 2020
Date

Finance Division:


Yvonne S. Herrera
Finance Director

8/18/2020
Date

CONTRACTOR:

Will McClure
(Signature)

8/24/2020
Date

Will McClure Implementations Manager
(Print name and title)