

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICE AGREEMENT  
WITH KEEFE GROUP**

**THIS AMENDMENT** is made and entered into as of this 4<sup>th</sup> day of March, 2019 between **Santa Fe County**, hereinafter the “County” and **Keefe Group**, hereafter the “Contractor”.

**WHEREAS**, on February 24, 2015, the County and the Contractor entered into Agreement No. 2015-0063-CORR/IC (Agreement) for the Contractor to manage the commissary operations of the County ADF and YDP; and

**WHEREAS**, the term of the Agreement is due to expire February 24, 2019, and the County wishes to continue to benefit from Contractor’s services; and

**WHEREAS**, the County Procurement Manager determines that Contractor’s services are not “professional services” as that term is defined in Section 13-1-76, NMSA 1978; therefore the term of this Agreement is not limited to a maximum of four years, see Section 13-1-150, NMSA 1978; and

**WHEREAS**, according to Article 14 (No Oral Modification; Written Amendments Required) of the Agreement the parties may amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, by this Amendment No. 4 the parties wish to amend the Agreement to extend the term of the Agreement from February 24, 2019 to June 30, 2019, and increase the compensation payable to the Contractor by \$40,000 for a not to exceed amount of \$1,540,000, exclusive of NM grt.

**NOW, THEREFORE**, the parties agree as follows:

1. Article 2 (Effective Date and Term), the second sentence is amended by inserting the phrase “or more” between the words “two (2)” and “additional”.

2. Article 2 (Effective Date and Term), is amended by inserting a subparagraph c) to read:

c) By Amendment No. 4, the term of this Agreement is extended from February 24, 2019 to June 30, 2019, unless earlier terminated pursuant to Section 5 (Termination) or 6 (Appropriations) of this Agreement.

3. Article 3 (Compensation, Invoicing and Payment) subparagraph A is amended by inserting a subparagraph 2) to read:

2) By Amendment No. 4 to this Agreement, the compensation payable to the Contractor is increased by \$40,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$1,540,000.00, exclusive of NM grt.

3. All other provisions of the Agreement not specifically amended or modified by Amendments No. 1, 2, 3 and this Amendment No. 4 shall remain in full force and effect.


**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the last date of signature below.

**SANTA FE COUNTY:**

  
Katherine Miller  
County Manager

2-26-19  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

2/22/19  
Date

Finance Department:

  
Erika D. Thomas  
Interim Finance Director

2/25/19  
Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title)

3. All other provisions of the Agreement not specifically amended or modified by Amendments No. 1, 2, 3 and this Amendment No. 4 shall remain in full force and effect.

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

**SANTA FE COUNTY:**

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Katherine Miller  
County Manager

\_\_\_\_\_  
Date

Approved as to form:

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R. Bruce Frederick  
Santa Fe County Attorney


\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Erika D. Thomas  
Interim Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

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

3/4/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John Puricelli  
(Print name)

\_\_\_\_\_  
Executive Vice President  
(Print title)

