

**SANTA FE COUNTY  
AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
SANTA FE COUNTY AND TIM BURNS  
TO PROVIDE EDUCATIONAL SERVICES TO TEEN COURT**

**THIS AMENDMENT** is made and entered into as of this 29 day of May, 2012, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and Tim Burns, a sole proprietor with a principal address of P.O. Box 31508, Santa Fe, NM 87594 (hereinafter referred to as "the Contractor").

**WHEREAS**, pursuant to a determination as a small purchase, on June 11, 2010 the County entered into Contract No. 2010-0408-CSD/TRV with Tim Burns to provide a monthly educational presentation regarding drug and alcohol abuse prevention to participants and their parents who participate in Teen Court;

**WHEREAS**, the term of Contract No. 2010-0408-CSD/TRV is four (4) years and the compensation for fiscal year 2011 was a not-to-exceed amount of \$3,000 inclusive of gross receipts tax;

**WHEREAS**, at the beginning of FY 2012, the County issued a purchase order whereby the compensation to be paid for Contractor's services during FY 2012 was increased by \$2,500;

**WHEREAS**, with the \$2,500 increase in compensation, the total contract value for Contractor's services through FY 2012 was \$5,500, exclusive of gross receipts tax;

**WHEREAS**, the County wishes to have the Contractor continue to provide educational services for Teen Court participants and their parents throughout FY 2013 and increase the Contractor's compensation by \$3,000;

**WHEREAS**, pursuant to Paragraph 17, the parties may amend Contract No. 2010-0408-CSD/TRV by an instrument in writing executed by the parties;

**WHEREAS**, the increase in compensation by this Amendment No. 1 results in a total contract value of \$8,500.00 exclusive of gross receipts tax.

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

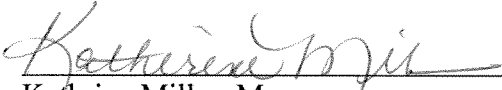
1. Paragraph 2 (Compensation) of Contract No. 2010-0408-CSD/TRV is amended by deleting subparagraph 2.A. in its entirety and replacing it with the following:
  - A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- i) The County shall compensate Contractor at the rate of \$200 per session for educational services provided during term of this Contract.
- ii) For services in FY 2011 the total compensation paid to Contractor under this Contract shall not exceed \$3,000 exclusive of gross receipts tax;
- iii) For services in FY 2012 the total compensation paid to Contractor under this Contract shall not exceed \$2,500 exclusive of gross receipts tax;
- iv) For services in FY 2013, the total compensation paid to Contractor under this Contract shall not exceed \$3,000 exclusive of gross receipts tax.

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

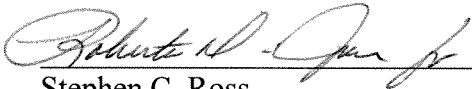
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
Kathrine Miller, Manager  
Santa Fe County

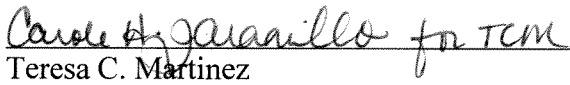
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Date

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney

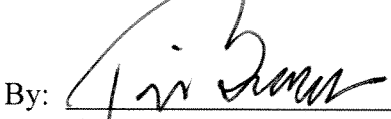
  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa C. Martinez  
Santa Fe County Finance Director

  
Date

**CONTRACTOR:**

By:   
Tim Burns

  
Date

Federal Tax ID Number: \_\_\_\_\_