AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES

THIS AMENDMENT is made and entered into as of this 24th day of June, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and the **Santa Fe Animal Shelter & Humane Society**, a New Mexico non–profit organization with a principal address of 100 Caja Del Rio Road Santa Fe, NM, 87507 (hereinafter referred to as the "Contractor."

WHEREAS, on November 13, 2012 the County approved Professional Services Agreement No. 2013-0103-SD/MS for the purpose of securing animal impoundment and licensing services for animals impounded by County Animal Control Officers;

WHEREAS, Section 2 (Compensation and Invoicing), subsection A.a) of the Agreement executed by the County is inaccurate and other form and typographical errors in the Agreement need to be clarified and corrected;

WHEREAS, according to Section 30 (Amendments) of Agreement No. 2013-0103-SD/MS the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 1 to clarify the Agreement, correct Section 2.A.a) and correct other inaccuracies and typographical errors in the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 (Scope of Services), subsection "H (iii)" delete the word "Santa Fe."

2. Section 1 (Scope of Services), subsection "N", complete the final sentence by inserting the phrase: "audit and inspection by the County upon request."

3. Section 1 (Scope of Services), subsection "F" of the County's duties on page 3, attach the Bite Case Quarantine form" referred to as "Exhibit A" which is attached hereto.

4. Section 1 (Scope of Services) subsection "I" of the County's duties on page 3, delete the word "Shelter" and replace with "Contractor."

5. Section 1 (Scope of Services), subsection "J" of the County's duties at the top of page 4, delete the duplicate phrase "Fe Animal Shelter and designated as being in 'Protective Custody.'"

6. Section 2 (Compensation and Invoicing), delete subsection A.a) in its entirety and replace with the following:

   a) Payment for November 2012 through June 30, 2013 shall be $15,184.38 per month;

7. Section 2 (Compensation and Invoicing), the reference to "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Cents ($495,222.70)" is corrected to read: "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Two Cents ($495,222.72)."

8. Section 2 (Compensation and Invoicing), subsection "C," complete the second sentence by inserting the phrase "payment is sought."

9. All other provisions of Agreement No. 2013-0103-SD/MS not specifically amended 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 BOARD OF COUNTY COMMISSIONERS

Katherine Miller, Manager — Date: June 24, 2013

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney — Date: June 18, 2013

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director — Date: 6/21/13

SANTA FE ANIMAL SHELTER & HUMANE SOCIETY

Mary Martin, Executive Director — Date: June 17, 2013

EXHIBIT A

Santa Fe Animal Shelter
100 Caja del Rio Road, Santa Fe, NM 87507
Phone: (505) 983-4309 Fax: (505) 820-6901
Web: www.sfhumanesociety.org

SFAS Use Only
Report Date_____
A#_____

Bite Information & Quarantine Agreement

Date of Bite_____/_____/_____

Animal is Owned_____

Quarantine Begins_____/_____/_____

Animal is Stray_____

Quarantine Ends_____/_____/_____

Name_____ Age_____ Male_____ Female_____ Neutered_____ Spayed_____

Cat_____ Dog_____ Other_____ Breed_____

Date of last rabies vaccination_____/_____/_____ Rabies Tag #_____ Expiration_____/_____/_____

Date of last Bordatella vaccination _____/_____/_____ Date of last DAPPV vaccination_____/_____/_____

Veterinary Clinic & Phone_____

Responsible Party Information	Victim Information
Name_____	Name_____
Phone_____	Phone_____
Address_____	Address_____
City_____ State_____ Zip_____	City_____ State_____ Zip_____
Drivers License #_____	Age Male Female

Bite Information

Extent of Injury: Minor_____ Moderate_____ Severe_____

Area of body affected_____

Circumstances of bite_____

_____

Treatment: Rejected_____ Self_____ Hospital_____

Treatment Received_____

QUARANTINE FEE $225 PLUS OTHER APPLICABLE FEES

I understand that my pet is being quarantined according to NM State Health Regulations which stipulate that an animal must be held in quarantine for ten (10) full days from the date the bite occurred. If my animal shows no clinic signs of Rabies, he/she will be released. If my pet does show signs suggestive of Rabies, he/she will be euthanized and sent for Rabies testing. Should my pet die during quarantine, he/she will be sent in for Rabies testing.

I agree to pay all applicable quarantine fees for the quarantine of my animal whether I claim or relinquish the animal to SFAS.

I understand that I must claim my animal within 24 hours after quarantine ends.

Owner Signature_____ AS Officer/SFAS Staff_____ Date_____