

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY
AND FENIX FIRE SERVICES, LLC**

THIS AMENDMENT is made and entered into this _____ day of _____ 2015, between **SANTA FE COUNTY** (hereinafter referred to as “County”), a New Mexico political subdivision, and **FENIX FIRE SERVICES, LLC**, 30 Holli Loop, Edgewood, NM 87015 (hereinafter “Contractor”).

WHEREAS, the County and Contractor entered into Agreement No. 2012-0258-FD/MS (Agreement) on September 1, 2012 to provide for the Contractor’s provision of data collection and reporting of national and state information pertaining to volunteer fire and emergency medical services districts for the County Fire Department; and

WHEREAS, the Agreement was amended by Amendment Nos. 1 and 2 to clarify certain provisions of the Agreement and extend the term to September 1, 2015; and

WHEREAS, according to Section 15 of the Agreement, the Agreement may be amended by an instrument in writing executed by the parties; and

WHEREAS, the County wishes to continue to receive the benefit of Contractor’s services and with this Amendment No. 3 the parties wish to extend the term to September 1, 2016 and increase the Contractor’s compensation by \$71,000.00 for a total contract sum of \$238,447.00.

NOW THEREFORE, both parties agree as follows:

1. Paragraph 2.A.2) of the Agreement, delete the reference to “One Hundred Sixty-Seven Thousand Four Hundred Forty-Seven Dollars and No Cents (\$167,447.00)” and replace it with “Two Hundred Thirty-Eight Thousand Four Hundred Forty-Seven Dollars and No Cents (\$238,447.00).”

2. Paragraph 2.A, insert a new subparagraph 2(iii) to read as follows:

(iii) By Amendment No. 3, the County exercised its third option to extend the term of this Agreement for one year and increase the compensation payable to the Contractor. The amount payable to the Contractor for the term of September 1, 2015 to September 1, 2016 shall not exceed Seventy One Thousand Dollars (\$71,000.00). The total compensation payable to the Contractor under this Agreement, as amended, shall not exceed Two Hundred Thirty-Eight Thousand Four Hundred Forty-Seven Dollars and No Cents (\$238,447.00), exclusive of New Mexico gross receipts tax.

3. Paragraph 3 of the Agreement, insert a subparagraph “C” to read as follows:

C. Pursuant to Amendment No. 3 and the County's exercise of its third option to extend the term, the Term of this Agreement is extended commencing September 1, 2015 and shall terminate September 1, 2016.

4. All other provisions of Agreement No. 2012-0258-FI/MS not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 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
Katherine Miller
Manager

8/14/15
Date

Approved as to form

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

8/12/15
Date

Finance Department

Carole H. Jaramillo 0130: CJ
Carole H. Jaramillo
Finance Department Director

8/14/2015
Date

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)