

**SANTA FE COUNTY  
AMENDMENT NO. 3  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH DESERT ELEMENTS DESIGN, INC.**

**THIS AMENDMENT** is made and entered into as of this 10<sup>th</sup> day of August, 2010, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Desert Elements Design, Inc.** (hereinafter referred to as "the Contractor").

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-111 and 13-1-112, the County and the Contractor entered into a Professional Services Agreement to provide services dated January 1, 2009 in the amount of \$65,000.00;

**WHEREAS**, Article 19, "AMENDMENT", of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

**WHEREAS**, Amendment No. 1 extended the term of the Agreement through June 30, 2010, increased compensation in the amount of \$47,410.94, and amended Article 3, "COMPENSATION AND INVOICING;"

**WHEREAS**, Amendment No. 2, approved by Roman Abeyta on March 3, 2010, increased the website hosting fee from a monthly fee of \$79.95 to a monthly fee of \$349.00, due to an increase of bandwidth usage;

**WHEREAS**, the parties desire to enter into this Amendment No. 3 to extend the term of the Agreement through June 30, 2011, to increase compensation in the amount of \$45,000.

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

1. Article 3, "COMPENSATION AND INVOICING", is amended to read as follows:

The total compensation to be paid under this Agreement shall not exceed \$157,410.94 inclusive of gross receipts tax.

A. The County shall pay Contractor for the services described at the hourly rate of \$55.00 an hour, for CMS enabled work, and \$90.00 an hour for non-CMS enabled work, exclusive of gross receipts tax. The County will also pay a monthly fee for webhosting at the rate of \$349.00, exclusive of gross receipts tax.

All other provisions of Article 3, "COMPENSATION AND INVOICING," not amended, replaced or superseded by this Amendment No. 2 shall remain in full force and effect.


2. Article 4, "EFFECTIVE DATE AND TERM", is amended to read as follows:

This Agreement shall become effective on the date first written above and shall terminate on June 30, 2011, unless terminated pursuant to Paragraph 5, TERMINATION, of this Agreement.

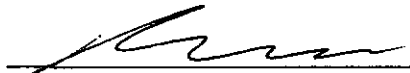
3. All other provisions of the Agreement not amended, replaced, or superseded by Amendment No 1 or by this Amendment No. 2 shall remain in full force and effect.

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

**SANTA FE COUNTY**

 interim County Manager.  
Santa Fe County Manager

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney


7-27-10  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa C. Martinez  
Santa Fe County Finance Director

7/30/10  
Date

**DESERT ELEMENTS DESIGN, INC.:**

By:   
Signature  
Molly Duncan / President  
Printed Name and Title

8/10/10  
Date