

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and AMBER LYCHELLE RIVERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide officiating and instruction services for the Department of Parks and Recreation.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include classes, camps, clinics, and events so that Article 1 reads as follows:

The Contractor shall provide the following services for the City:

A. Provide services which may include instruction for sports and recreation clinics, classes, camps and/or events as well as game officiating services for the City of Santa Fe Parks and Recreation Department:

(1) Recreational activities to include, but not limited to basketball, volleyball, soccer, table tennis, pickle ball, badminton, racquetball, baseball, cheer and dance, swimming, climbing, rafting, hiking, ice skating, and field trips.

(2) Locations may include but not limited to Genoveva Chavez Community Center, Fort Marcy Recreation Center, Municipal Recreation Center, Salvador Perez Recreation Center, outdoor parks, facilities of Santa Fe Public Schools, and field trip locations to be determined.

(3) Seasons vary by facility for different sports and leagues.

(4) Activities may include all ages, genders, and abilities.

2. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by five thousand dollars (\$5,000.00) so that Article 3 reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fourteen thousand nine hundred fifty dollars (\$14,950.00) inclusive of gross receipts taxes.

B. Payment for camp, class, clinic, or event instruction, monitoring, and/or consulting shall be made for services actually rendered at a rate of thirty dollars (\$30.00) per class, sixty dollars (\$60.00) per half day, one hundred fifteen dollars (\$115.00) per full day, or five hundred seventy five dollars (\$575.00) per week, inclusive of gross receipts taxes.

C. Payment for game officiating services shall be made for services actually rendered at a rate of eighteen dollars (\$18.00) for Game Monitor/Scorekeeper per game inclusive of gross receipts taxes and twenty five dollars (\$25.00) inclusive of gross receipts taxes per game for Game Referee.

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D. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

E. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:


This Agreement shall be effective when signed by the City and the Contractor whichever occurs last and shall terminate on June 30, 2018, unless amended in writing to extend the term, total term not to exceed four years, unless terminated sooner pursuant to Paragraph 6, below.

4. AGREEMENT IN FULL FORCE.


Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

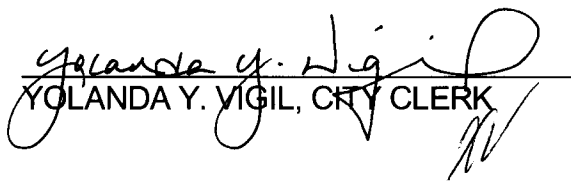

BRIAN K. SNYDER, CITY MANAGER
Date: 12/20/17

CONTRACTOR


AMBER LYCHELLE RIVERA
Date: 1-2-18

Business License: 17-00141027
CRS Registration: 03-364893-00-0

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 12/11
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12-19-17
ADAM JOHNSON, FINANCE DIRECTOR

Business Units may include: . 52703/ 52710/ 12119/ 72103/ 12120/ 22709

Line Items may include: .510350 or .510340