

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 17-1296**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 29, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Southwest Propane (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 propane and delivery to Environmental Services Division, located at 1142 Siler in Santa Fe County. Pricing is based on Exhibit "A-2" attached and incorporated herein.

B. Pursuant to Article 19 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of ten thousand dollars (\$10,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty three thousand dollars (\$23,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of one dollar and fifty nine cents per gallon based on Exhibit "A-2" attached hereto and incorporated herein.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on October 31, 2020 unless sooner pursuant to Article (7) of the Agreement.

3. OPTION TO RENEW

Article 6 of the Agreement is hereby deleted in its entirety and substitute the following


A. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for one (1) additional one (1) year period, not to exceed four (4) years. Contractor and City shall renegotiate the term and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

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:



JAREL LAPAN HILL,
INTERIM CITY MANAGER
Date: 9/19/19

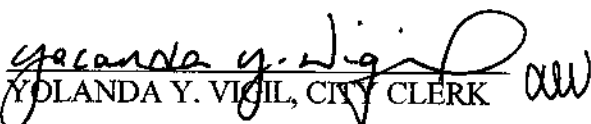
SOUTHWEST PROPANE:

See Attached

PAULA O'NEIL, OFFICE MANAGER

Date: _____

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

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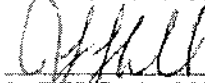
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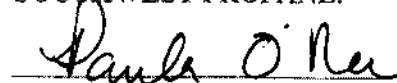
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CITY OF SANTA FE:


JARELL LAPAN HILL,
INTERIM CITY MANAGER
Date: 9/19/19

SOUTHWEST PROPANE:


PAULA O'NEIL, OFFICE MANAGER

Date: 9-26-19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 8/30/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 8/13/19
MARY T. MCCOY, FINANCE DIRECTOR

Business Unit/Line Item
5100331 (Admin Operations) /510310 (Service Contract)

Southwest Propane

Serving Albuquerque and surrounding areas...

EXHABIT A-2

August 29, 2019

City of Santa Fe Environmental Service Divisions
1142 Siler RD Bldg. A
Santa Fe, NM 87507

Re: Renewal Contract

To whom it may concern,

Southwest Propane will continue to service Environmental Service Divisions at the rate of \$1.59 from November 1, 2018 through November 1, 2020.

Danny Strobe
Southwest Propane LLC
PO Box 69
Edgewood, NM 87015
(505)407-2260
Fax(505)832-5190
sales@southwestpropane.org