

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICE AGREEMENT BETWEEN  
SANTA FE COUNTY AND SANTA FE BUSINESS INCUBATOR TO PROVIDE  
BUSINESS OUTREACH, TRAINING AND BUSINESS DEVELOPMENT SERVICES**

**THIS AMENDMENT** is made and entered into as of this 22<sup>nd</sup> day of March, 2017, by and between **Santa Fe County** (hereinafter referred to as "County") and **Santa Fe Business Incubator** (hereinafter referred to as "Contractor").

**WHEREAS**, Santa Fe County requires the services of a business incubator to provide select and unique services for outreach, tracking and training for Santa Fe County businesses located outside the incorporated area of the County; and

**WHEREAS**, pursuant to NMSA 1978 Section 13-1-126 (Sole Source Procurement), the County's Purchasing Manager made a sole source determination; and

**WHEREAS**, the parties entered into Agreement No. 2016-0264-GM/BT on February 22, 2016; and

**WHEREAS**, Article 15, "No Oral Modifications; Written Amendments Required" allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the parties wish to enter into Amendment No. 1 to increase the Contractor's compensation in the amount of \$25,000.00 for additional services to be provided, for a total not to exceed \$50,000.00; and

**WHEREAS**, the parties also desire to enter into this Amendment No. 1 to extend the Agreement for one year from February 22, 2017 to February 22, 2018.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES  
AS FOLLOWS:**

1. Article 2.A.1. of Agreement No. 2016-0264-GM/BT is Amended by inserting subparagraphs "b" and "c" to read:
  - b) By Amendment No. 1 to this Agreement, the compensation payable to the Contractor is increased by Twenty-Five Thousand Dollars (\$25,000.00). The total amount payable to the Contractor shall not exceed \$50,000, inclusive of New Mexico Gross Receipts Tax.
  - c) Pursuant to Amendment No. 1, upon receipt of an itemized invoice, the County will pay Contractor \$12,500 for services provided through June 30, 2017. Upon

receipt of an itemized invoice, the County will pay Contractor \$12,500 for services provided through December 31, 2017, including Contractor's completion of the oral presentation to the BCC.

2. Article 3. "EFFECTIVE DATE AND TERM" is hereby amended by inserting subparagraph "a" to read as follows:
  - a. By Amendment No. 1, the term of this Agreement is extended for one year from February 22, 2017 to February 22, 2018.
3. All other provisions of Agreement 2016-0264-GM/BT, not specifically amended or modified by this Amendment No. 1, shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have duly executed this Amendment as of the dates written below.

  
Katherine Miller,  
Santa Fe County Manager


3-22-17  
Date

APPROVED AS TO FORM

  
Gregory S. Shaffer,  
Santa Fe County Attorney

3-14-17  
Date

FINANCE DEPARTMENT

  
Don D. Moya,  
Finance Director

3-15-17  
Date

**SANTA FE BUSINESS INCUBATOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Amendment No. 1 to Agreement No. 2016-0264-GM BT

receipt of an itemized invoice, the County will pay Contractor \$12,500 for services provided through December 31, 2017, including Contractor's completion of the oral presentation to the BCC.

2. Article 3, "EFFECTIVE DATE AND TERM" is hereby amended by inserting subparagraph "a" to read as follows:

- a. By Amendment No. 1, the term of this Agreement is extended for one year from February 22, 2017 to February 22, 2018.

3. All other provisions of Agreement 2016-0264-GM BT, not specifically amended or modified by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Amendment as of the dates written below.

Katherine Miller,  
Santa Fe County Manager

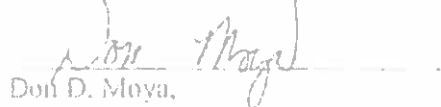
Date

APPROVED AS TO FORM

  
Gregory S. Shaffer,  
Santa Fe County Attorney

Date

FINANCE DEPARTMENT

  
Don D. Moya,  
Finance Director

Date

SANTA FE BUSINESS INCUBATOR

  
Signature

3/21/2017  
Date

MARIE LONGSERRE  
Print Name and Title PRESIDENT & CEO