

**AMENDMENT NO. 2 TO
AGREEMENT BETWEEN SANTA FE COUNTY
AND BRENNAN & SULLIVAN, P.A.**

THIS AMENDMENT is made and entered into this 11th day of March, 2016, between **Santa Fe County**, hereinafter referred to as the "County," and **Brennan & Sullivan, P.A.**, hereafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0261-LG/BT (the Agreement) on March 11, 2014, for Contractor to provide legal services for an initial term of two years; and

WHEREAS, by Amendment No. 1 dated May 6, 2015, the Agreement was amended to provide for the County's approval of Contractor's subcontractor/ consultant; and

WHEREAS, the term of the Agreement is due to expire March 11, 2016; and

WHEREAS, according to Section 18 of the Agreement (No Oral Modifications; Written Amendments Required), the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the County requests that the Contractor continue to provide legal services until June 30, 2016, on the same terms and conditions as stated the Agreement; and

WHEREAS, the County wishes to amend the Agreement to provide for compensation payable to the Contractor for services provided through June 30, 2016.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties mutually agree as follows:

1. Article 2 (Compensation and Invoicing) is amended by inserting the following as 2 (a):

(a) By Amendment No. 2 to this Agreement, the compensation payable to the Contractor for the term extended through June 30, 2016 is increased by \$8,000.00. The total compensation to be paid under this Agreement, including fees and costs, shall not exceed \$58,000.00, exclusive of New Mexico gross receipts tax.

2. Article 3 (Effective Date and Term) is amended by inserting the following:

The County has the option to extend the term of this Agreement on the same terms and conditions. The County may exercise this option by notifying the Contractor that the term of this Agreement will be extended.

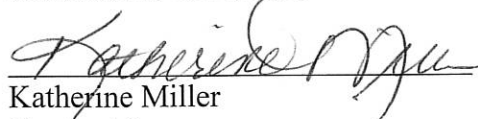
3. Article 3 (Effective Date and Term) is amended by inserting the following the following as subpart 3.A:

A. By Amendment No. 2, the term of this Agreement is extended from March 11, 2016 to June 30, 2016, on the same terms and conditions as stated herein, unless earlier terminated pursuant to Section 5 (Termination) or Section 12 (Appropriations and Authorizations), of this Agreement.

4. All other provisions of the Agreement not specifically amended by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.


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

SANTA FE COUNTY


Katherine Miller
County Manager


3/11/16
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

2/26/16
Date

Finance Department:


Carole H. Jaramillo
Finance Director

3/10/16
Date

CONTRACTOR – Brennan & Sullivan, P.A.

Date

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SANTA FE COUNTY

Katherine Miller
County Manager

Date

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

3/20/16

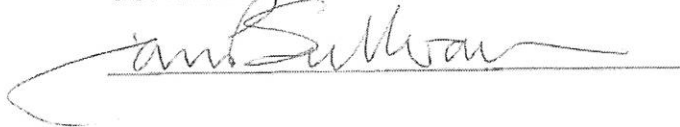
Date

Finance Department:

Carole H. Jaramillo
Finance Director

Date

CONTRACTOR – Brennan & Sullivan, P.A.



3-8-16

Date